



Banc Ceannais na hÉireann  
Central Bank of Ireland

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Eurosystem

# Guidance on the Central Credit Register

For Credit Information Providers

Version 2.6 October 2024

# Revision History

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Release Date	Version No.	Description
<b>15/01/19</b>	2.0	Updated to reflect the CCR in operation.
<b>01/07/19</b>	2.1	Updated with minor linguistic corrections.
<b>27/08/21</b>	2.2	<p>Update to Chapter 7 to reflect the implementation of S.I. No. 433/2019 - Credit Reporting Act 2013 (Section 20) (Verification of Identity of Credit Information Subjects) (Amendment) Regulations 2019 and the use of copies as part of the verification of identity.</p> <p>Update to Chapter 7 to reflect the replacement of the P60 and P45 with the Employment Detail Summary by Revenue.</p> <p>Update to Chapter 10 to reflect the commencement of the transfer of data from the Central Bank to the Central Statistics Office.</p> <p>Update to the document to remove obsolete guidance relating to the implementation of the amendment to the Credit Reporting Act 2013 by the Markets in Financial Instruments Act 2018.</p>
<b>31/10/21</b>	2.3	<p>Update to Chapter 3 to include guidance on how to de-register as a CIP.</p> <p>Updates to Chapter 4 to support the implementation of validation rule changes, the technical details of which are outlined in the Submission and Enquiry Manuals. Key updates:</p> <ul style="list-style-type: none"><li>• Section 4.4: Updates to guidance on the reporting of Identification Type and Value</li><li>• Section 4.6.2: Update to reporting scenarios for monthly submission and additional reporting scenarios for payment data</li><li>• Section 4.6.4: Reporting scenario added for reporting Days Past Due.</li></ul> <p>Updates to Section 4.6.4.2 (Credit Status) to reflect updated domain label for 'Non Instalment Cancelled', and updated guidance on the reporting of the 'Settlement' status.</p> <p>Update to Section 4.5 to include guidance on the closure of a financed goods agreement.</p>

		Update to Section 4.7.1 to include guidance on the reporting of Interest Rate Type.
<b>31/05/2023</b>	2.4	<p>Section 2.2 – Premium financing included as an example of a common credit agreement.</p> <p>Section 4.3 – Inclusion of product types Premium Financing and Public Body Funding for Property Acquisitions and Development.</p> <p>Section 4.4 – Extended guidance regarding use of subject data fields for any unintended purpose, a change to Guidance for Reporting groups of Individuals: Partnerships, Clubs, Associations etc., illustration of the impact of reporting groups of individuals as ‘entities’ or as co-borrowers.</p> <p>Section 4.6.4.2 – Additional guidance on reporting of loans where the borrower is engaged in a bankruptcy or personal insolvency arrangement.</p> <p>Section 4.7 - Updated descriptions and scope of reporting obligations for Purpose of Credit Type section.</p> <p>Section 5.3.1.1 – Updated Guidance for duty to access the CCR for a credit application for a group of individuals</p> <p>Section 5.4 – Inserted Purpose of Credit Type as a reportable contract data field when making a new application enquiry.</p>
<b>12/04/24</b>	2.5	<p>Section 2.8 – Credit Information data fields not in use removed from list.</p> <p>Chapter 4 – Enhancement to guidance on the legal requirement to report credit agreements where the operating credit limit has been reduced below €500 or removed.</p> <p>Sections 4.3 &amp; 4.4 – Inserted necessary updates to this section to reflect the obligation to report subject data for guarantors.</p> <p>Section 4.5.2 – Moved guidance on the reporting of asset finance products to this section.</p> <p>Section 4.5.3 – Inserted guidance on the reporting of guarantees as a type of credit data.</p> <p>Section 4.6.2 –New monthly reporting scenarios included to provide guidance where:</p> <ul style="list-style-type: none"> <li>• The available credit limit on a non instalment or credit card contract is reduced below €500</li> <li>• A facility is repaid to 0 and the CIS has a period of time to decide whether to renew the facility or cancel it</li> <li>• There is a change to report in respect of a guarantor or guarantee</li> </ul>

		<p>Section 4.6.4.2 (Credit Status): new domain added 'Guarantee/s Called'.</p> <p>Table 4.7.1 – Highlighted guidance on the accurate reporting of mixed interest rates under Interest Rate Type.</p> <p>Section 9.2 – Highlighted guidance on the applicability of Section 23 of the Act to guarantors.</p>
<b>18/04/24</b>	2.5	Clarification that the guidance on the applicability of Section 23 of the Act to guarantors is in Section 9.3.
<b>02/10/24</b>	2.6	<p>Section 4.3 - Clarification on the commencement of the reporting obligation for guarantors</p> <p>Section 4.5.3 - Enhancements to guidance on the reporting of guarantor data.</p> <p>Section 4.6.2 – Enhancements to guidance on monthly guarantee reporting scenarios</p> <p>Section 5.3.2</p> <ul style="list-style-type: none"> <li>• Detailed of the data set which will be returned on guarantor credit reports for guaranteed loans.</li> <li>• Enhancements to guidance on performing a monitoring enquiry in respect of a guarantor.</li> </ul> <p>Section 4.6.4.2 – Enhancements to guidance for reporting of Credit Status</p> <p>Section 7.2 – Updated list of documents to use to verify the PPSN.</p>

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# Chapter 1

## Introduction

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### Guidance on the CCR – Scope

The Central Credit Register (CCR) supports the Central Bank to fulfil its mission to safeguard stability and protect consumers by providing lenders with a more complete picture of borrowers' creditworthiness, delivering transparent credit reports to borrowers on their financial profile, and supporting the Bank's research, policy and supervision activities by providing detailed and verified insights into credit patterns and practices.

The purpose of this document is:

1. to provide prospective Credit Information Providers (CIPs) and their advisors with information on the scope of the CCR and;
2. to provide registered CIPs with guidance on meeting their obligations under the Credit Reporting Act 2013 as amended ("The Act") and associated regulations with respect to the following:

Reporting of personal and credit information;

Making an application to enquire on the CCR;

Making an application to amend personal and credit information held on the CCR;

Verifying the identity of Credit Information Subjects (CISs) and verifying credit information reported to the CCR;

Notifying CISs of suspected impersonation; and

Informing CISs of their rights and obligations under the Act.

In addition, guidance is provided in this document on the use and control of CCR data.



# Legal Framework

The Guidance on the CCR is part of the CCR Handbook and should be read in the context of the legal obligations placed on a CIP by the following pieces of legislation.

Credit Reporting Act 2013 as amended (the Act<sup>1</sup>);

Markets in Financial Instruments Act 2018;

Regulations or Orders made under the Act; and

Data Protection Acts 1988, 2003<sup>2</sup> and 2018<sup>3</sup>.

Please see Appendix II for a summary of the Act and associated regulations.

## Document Update

The Guidance on the CCR will be updated no more than twice a year. Updated versions will be available in the Lender Area of [www.centralcreditregister.ie](http://www.centralcreditregister.ie)

## Central Credit Register Handbook

The CCR Handbook comprises a series of manuals, guidance documents and FAQs of which the Guidance on the CCR is one component. The other documents in the CCR Handbook, available to registered CIPs only in the Lender Area of [www.centralcreditregister.ie](http://www.centralcreditregister.ie), are as follows:

### Submission Manual

The Submission Manual provides the standardised technical rules and specifications for developing the reporting solution and for providing data to the CCR on an ongoing basis.

### Onboarding Manual

The Onboarding Manual sets out the process for CIPs to follow to prepare for reporting and enquiring on the CCR.

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<sup>1</sup> The Credit Reporting Act 2013 (<http://www.irishstatutebook.ie/eli/2013/act/45/enacted/en/pdf>) was amended in 2018 through the Markets in Financial Instruments Act 2018 (<http://www.irishstatutebook.ie/eli/2018/act/25/enacted/en/pdf>).

<sup>2</sup> The Data Protection (Amendment) Act 2003 implemented EU Data Protection Directive 95/46/EC. The General Data Protection Regulation is in force since 25 May 2018.

<sup>3</sup> The Data Protection Act 2018 repealed Directive 95/46/EC (<http://www.irishstatutebook.ie/eli/2018/act/7/enacted/en/pdf>).

## Service Management Manual

The Service Management Manual provides information on the operational activities of the CCR.

## A2A Enquiry Manual

The A2A Enquiry Manual provides the specification for developing an application to application (A2A) solution to perform enquiries on the CCR and to receive credit reports.

## Web User Interface Enquiry Manual

The Web User Interface Manual provides information on how to perform enquiries on the CCR and how to receive credit reports through a web browser.

## Recoding Manual

Where a CIP changes their loan numbering system internally OR sells/purchases a loan book, they must undertake a recoding process on the CCR. The purpose of this manual is to guide CIPs through the CCR recoding process, detailing the key processes that must be carried out in order to successfully recode contracts and CIS information on the CCR database.

## Deletion of Records Manual

The Deletion of Records Manual provides the standardised technical rules and specifications to annul an application, entire contract or single monthly snapshot(s) from the CCR database.

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**PLEASE NOTE:** The material contained in this document is provided for general guidance purposes only and does not constitute legal or other professional advice. It is the responsibility of all CIPs to ensure their compliance with the Act and associated regulations.

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# Chapter 2

## Interpretation of Key Terms

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### 2.1 Introduction

This chapter provides guidance on the interpretation of some key terms defined in the Act. For added clarity and where possible, practical examples have been provided. Legal definitions of each term can be found in the Act.

Appendix II provides a comprehensive summary of the Act and associated regulations.

### 2.2 Credit

Credit includes a loan, deferred payment or other form of financial accommodation. Some examples of common credit arrangements that would fall under this definition include, but are not limited to:

- Personal, car, and student loans;

- Mortgages including housing loans obtained through local authorities;

- Hire Purchase including personal contract plans and leasing finance;

- Licensed moneylender loans;

- Overdrafts;

- Credit/Store cards;

- In-store credit;

- Catalogue credit;

- Premium financing;

- Commercial loans.

A number of **exceptions** to the scope of credit are set out in the Act and include:

credit provided by a person who does not provide credit except to the person's employees, *for example employee loans.*

credit in connection with the provision of a utility or other service on a continuing basis, *for example amounts owing on gas, electric, water, telephone, media subscription accounts, rental agreements, operating leases etc.*

credit provided in the form of trade credit<sup>4</sup>. A loan, deferred payment or other form of financial accommodation (the 'relevant credit') is provided in the form of trade credit if the following conditions are satisfied—

- in the case of both the person (the 'first-mentioned person') by whom, and the person to whom, the relevant credit is provided, each is acting in the course of his or her business, trade or profession,
- the first-mentioned person is not a regulated financial services provider,
- the terms of the relevant credit provide for repayment, whether in instalments or as a single amount, of the whole of the credit by a date that is not later than 6 months after the date of its provision, and
- the purpose of the relevant credit is to facilitate the purchase of goods or services from the first-mentioned person.

credit provided without any requirement to pay interest or any other charge (in any circumstances) *for example informal arrangements between friends and family. This is not intended to exclude products where '0% interest' is offered for marketing purposes as these products are generally subject to 'other charges'.*

credit provided by a company to a related undertaking of the company.

credit provided by one credit institution to another, *for example, loans between banks and credit unions.*

credit provided to any entity classified within general government in relation to the State within the meaning given by the Fiscal Responsibility Act 2012, the government of any other country or territory or any international organisation.

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<sup>4</sup> The definition of 'trade credit' in the Credit Reporting Act 2013 was amended by the Markets in Financial Instruments Act 2018.

## 2.3 Credit Information Provider

A Credit Information Provider (CIP) is:

- a. a regulated financial service provider (RFSP);
- b. National Asset Management Agency (NAMA);
- c. a local authority; **or**
- d. any other person who provides credit, **except:**
  - i. the Central Bank of Ireland or the central bank of any country or territory other than the State; **or**
  - ii. A pawnbroker, within the meaning of the Pawnbrokers Act 1964.

A person may acquire the rights of a CIP under a credit agreement. The Act views that person, with respect to the rights acquired, as the CIP in relation to the credit agreement, instead of the person whose rights under the credit agreement have been acquired. An example of where this is likely to occur most frequently is on acquisition or disposal of a loan<sup>5</sup>.

These provisions do not apply in relation to the acquisition of a credit agreement where a *participating institution* is performing any *relevant service* in respect of rights under the credit agreement pursuant to an arrangement or agreement under section 131 of the National Asset Management Agency Act 2009.

## 2.4 Credit Information Subject

A Credit Information Subject (CIS) is a person, i.e. an individual, an individual other than an employee (e.g., a sole-trader) or not an individual (e.g., a legal entity) who:

- a. has made a credit application;
- b. has made a credit agreement for the provision of credit to the person; **or**
- c. is a guarantor.

This means, in practice, a CIS is the borrower, co-borrower or guarantor in relation to a credit application or credit agreement.

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<sup>5</sup> In advance of the acquisition or disposal of a loan book, CIPs should review the Recoding Manual in the Lender Area of the CCR to ensure that both parties in the transaction are aware of the recoding work to be completed.

A *guarantor* is a person who is proposing to give, or has given, a guarantee or indemnity in connection with a credit agreement.

## 2.5 Credit Application

A Credit Application is an application for the provision of credit made to a CIP and completed in accordance with the application processes of the CIP. A credit application is **not** within the scope of the CCR **unless**:

- a. the applicant for the provision of credit is resident in the State<sup>6</sup> at the time when the credit application is made; **or**
- b. the law governing any credit agreement made pursuant to the application is the law of the State.

A credit application is a *qualifying credit application* if the principal amount of credit applied for is €500 or greater.

A credit application is deemed a *relevant credit application* when the principal amount of credit applied for is €2,000 or greater.

Chapter 5 provides further guidance on the reporting of credit applications to the CCR.

## 2.6 Credit Agreement

A Credit Agreement is an agreement made between a CIP and another person for the provision of credit for the other person.

A credit agreement is **not** within the scope of the CCR **unless** the:

- a. person for whom credit is provided under the credit agreement is resident in the State<sup>7</sup> at the time when the credit agreement is made; **or**
- b. law governing the credit agreement is the law of the State.

A credit agreement is a *qualifying credit agreement* if the principal amount of the credit agreed to be provided is €500 or greater.

Chapter 4 provides further guidance on the reporting of a credit agreement to the CCR.

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<sup>6</sup> Resident in the State means the applicant provided an address in the Republic of Ireland at the time when the credit application was made

<sup>7</sup> Resident in the State means the person to whom the credit is being provided held an address in the Republic of Ireland when the credit agreement was being made

## 2.7 Personal Information

The following list is personal information in respect of CISs who are individuals:

Forename

Surname

Gender

Date of Birth

Address

Postal Code

Eircode

Personal Public Service Number (PPSN)

Other Tax Reference Numbers

Telephone number

Subject Status - Deceased flag

Sector of Economic Activity

Employment – Employment Status

Employment – Occupation Category

Institutional Sector – European System of Accounts (ESA) flag

In respect of CISs who are individuals carrying on activities otherwise than as an employee, for example sole traders, *in addition to the above* the following is personal information:

Business or Trade Name

Business or Trade Address

Postal Code of business

Eircode of business

Companies Registration Office (CRO) Registration Number (or equivalent)

Tax Reference Number

Business Trade Telephone Number

The following is personal information in respect of CISs who are **not** individuals, for example companies:

Legal Name of Entity

Trading or Business Name

Nature of the Entity (Entity Type)

Sector of Economic Activity

Enterprise Size

Institutional Sector – ESA Flag

Address of business

Postal Code of business

Eircode of business

Companies Registration Office (CRO) Registration Number (or equivalent)

Tax Reference Number

Telephone Number

Legal Entity Identifier (LEI)

## 2.8 Credit Information

The following list is credit information in respect of credit applications or credit agreements made by a CIS or where a CIS is a guarantor:

- Provider Credit Information Subject (CIS) No.
- Address Status: Not Contactable (CIS in arrears)
- Consumer Flag
- Role of CIS
- Provider Contract No.
- Product Type
- Multi Option Facility Link Code
- First Payment Date
- Next Payment Date
- Outstanding Payments Number
- Outstanding Balance
- Number of Payments Past Due
- Amount Past Due
- Days Past Due



- Contract Phase
- Credit Status
- Currency
- Original Currency
- First Date of Drawdown (Start Date)
- Contract Request Date
- Maturity Date
- Contract End Actual Date
- Payment Made Date
- Restructure Event
- Reorganised Credit Code
- Interest Rate Type
- Interest Rate
- Financed Amount / Credit Limit
- Total Number of Planned Payments
- Payment Frequency
- Payment Method
- Monthly Payment Due
- Payment Made
- Next Payment Amount
- Charged Amount
- Last Charge Date
- Min. Payment Indicator
- Min. Payment Percentage
- Repayment Type
- Purpose of Credit Type
- Exposure Class
- Security Type

# Chapter 3

## Guidance for Prospective CIPs

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### 3.1 CIP Scope Test

To be in scope of the Act, a lender must be a CIP providing credit in connection with a credit application or agreement to which the Act applies, to a CIS. **Lenders must satisfy themselves whether they are in scope of the Act.**

The following are questions that a lender might ask when considering whether they are within scope of the Act and within the scope of the current implementation phase of the CCR. **Lenders should obtain their own independent legal advice if they are unsure as to whether they are within scope of the Act or not.**

#### A) Am I a CIP?

1. Are you a Regulated Financial Service Provider listed on any of the Central Bank's Registers?  
<http://registers.centralbank.ie/>

If you answer Yes to A, **you ARE a CIP, proceed to B.**

If you have answered no, proceed to (A) 2.

2. Are you NAMA or a Local Authority?

If you answer yes to either, **you ARE a CIP, proceed to B.**

If you have answered no to both, proceed to (A) 3.

3. Other EU or Non-EU Lenders:

**3(i)** Are you an individual providing credit?

If you answer yes, you are NOT a CIP within the scope of the current implementation phase of the CCR, no need to proceed.

If you answer no, proceed to 3 (ii) or 3 (iii) as applicable.

**3(ii)** EU based lenders: are you established in the State?

If you answer yes, **you ARE a CIP, proceed to B.**

If you answer no, you are NOT a CIP, no need to proceed.

**3(iii)** Non-EU based lenders: are you outside the state?

If you answer no, **you ARE a CIP, proceed to B.**

If you answer yes, you are NOT a CIP, no need to proceed.

## **B) Am I providing Credit in scope of the Act?**

**1.** Are you providing credit including a loan, deferred payment or other form of financial accommodation, other than the exceptions set out in the Act?

If you answer yes to the above – **proceed to (B) 2.**

If you answer no, you are NOT providing credit in scope of the Act, no need to proceed.

**2.** Are you providing credit in scope of the current implementation of the CCR?

**2(i)** Lending to consumers <sup>8</sup>e.g. mortgages, hire purchase, personal contract plans, credit cards, overdrafts, personal loans; **and/or**

**2(ii)** Lending to non-consumers e.g. commercial mortgages, asset finance, business revolving facilities etc.

**PLEASE NOTE:** Credit provided in the form of deposits, loan notes, securities and other financial instruments (e.g. assets that can be traded) are not in scope of the current implementation phase of the CCR.

If you answer yes to (B) 2 and are based in ROI – **proceed to C**

If you answer yes to (B) 2 and are based outside of ROI – please contact the Central Bank’s CCR Team who will carry out a materiality assessment and determine if you are required to register as a CIP at present:

<https://www.centralcreditregister.ie/info-request/>

If you answer no to (B) 2 you are NOT providing credit within the current implementation phases of the CCR, there is no need to proceed.

<sup>8</sup> As defined by the Consumer Credit Act 1995: ‘“consumer” means a natural person acting outside his trade, business or profession’.

### C) Is the credit being provided through a Credit Application or Credit Agreement to which the Act applies? i.e.

1. The applicant for the provision of credit (Credit Application) or the person who has obtained credit (Credit Agreement) is resident in the State at the time when the credit application or credit agreement is made OR
2. The law governing the agreement made pursuant to the application or the law governing the credit agreement is the law of the State

If you answer yes to **either** of the above – **proceed to D.**

If you answer no to **both** of the above you are NOT providing credit in relation to a Credit Application or Credit Agreement to which the Act applies, no need to proceed.

### D) Is the credit being provided to a CIS, i.e. a person who

1. has made a credit application to a CIP
2. has made a credit agreement with a CIP

If you answer yes of to **any** of the above – you are a CIP providing credit, under a credit application or agreement, to which the Act applies, to a CIS and therefore you are in scope of the Act. You should immediately familiarise yourself with your legal obligations under the Act, the supporting regulations and the CCR Handbook. You should also contact the CCR through <https://www.centralcreditregister.ie/info-request/> to register as a CIP and gain access to the Lender Area of the website.

## 3.2 CCR submission and enquiry timeline for new CIPs

Lenders that have determined they will be in scope of the CCR are advised to register as a CIP (<https://www.centralcreditregister.ie/info-request/>) at least six months prior to the date they intend to start providing credit. During this six-month period the CIP can review and absorb the CCR obligations so that they are in a position to complete the on-boarding process and meet their enquiry and submission obligations once they begin receiving applications for and/or advancing credit.

To assist CIPs through the on-boarding process, registered CIPs have access to the CCR Handbook, available on the CCR website, which provides technical and procedural manuals on CCR onboarding, data submission and deletion of records, CCR enquiry and service management.

Once the CIP has reviewed their obligations, the next step is to engage with the CIP Support Team and set out their plans for the completion of the test process in advance of commencing lending activities.

### 3.2.1 Submission Timeline for new CIPs

The submission test process for the CCR is set out in the Onboarding Manual.

As part of the test process, CIPs must begin testing their ability to meet CCR reporting requirements (with dummy data) **at least three months** prior to advancing credit.

Upon completion of the test process, the CIP will receive their production credentials and must begin the monthly submission of personal and credit information for all qualifying credit agreements to the CCR, within 5 working days of the most recent month end and every month thereafter.

### 3.2.2 Enquiry Timeline for new CIPs

The enquiry test process for the CCR is also set out in the Onboarding Manual.

Although the submission testing and enquiry testing processes can be carried out in parallel, CIPs must have successfully completed the submission testing process first in order to obtain access to enquiry. CIPs must be in a position to make enquiries on the CCR from the date they intend to start accepting credit applications from a CIS.

## 3.3 Deregistering from the Central Credit Register

For CIPs who are RFSP's, the Central Bank's CCR team is notified of the CIPs' intentions of closing through the relevant supervisory team within the Central Bank. The CIP should liaise with the CCR CIP support team to ensure their final reporting obligations are met, including any recoding obligations. Once the CIP has satisfactorily completed their final reporting obligations, the CCR will deregister the CIP.

For CIPs not regulated by the Central Bank, once the CIP is satisfied that it is no longer in scope of the Credit Reporting Act 2013, they should contact the Central Bank's CCR Team and advise that they wish to de-register from the CCR. The CIP should also liaise with the CCR CIP support team to ensure their reporting obligations are met including any recoding obligations. Once the CIP has satisfactorily completed their final reporting obligations, the CCR will deregister the CIP.

Where a loan book is being sold to another CIP, the originating CIP must ensure that they transfer the relevant information to the new CIP, as part of the loan book sale, to enable them to seamlessly report the customer records from the point of sale onwards. The CCR Recoding

Manual is available in the Lender Area providing information on how the recoding process works and should be reviewed well in advance of the transfer of the loan book.

# Chapter 4

## Reporting to the CCR

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### 4.1 Introduction

Under the Act and associated regulations, reporting obligations arise where a *CIP* provides *credit* to a *CIS* under a *qualifying credit agreement*. These terms are explained in chapter 2.

Reporting obligations in respect of credit applications are managed through the enquiry process. Further details in respect of this are provided in chapter 5.

Reporting obligations in respect of credit agreements are handled through the monthly submission process. The guidance in this chapter is in respect of the submission process.

### 4.2 Chapter Structure

Guidance on reporting data in respect of credit agreements to the CCR is set out in this chapter under the following headings:

#### **Current credit scope of the CCR**

Under Section 11 of the Act, the Central Bank has the power to phase reporting obligations by class of CIP, CIS, credit agreement or credit application. The type of credit currently in scope of the CCR is set out in this section.

#### **Overview of personal and credit information categories**

Sections 6 and 7 of the Act define the personal and credit information to be reported. Further detail is provided in the Section 11 (Provision of Information for Central Credit Register) Regulations 2016. This section provides an introduction to the rules governing the reporting of personal and credit information to the CCR.

#### **Rules of reporting by stage of the credit cycle**

General guidance on the reporting process is set out in this section and has been structured in terms of potential stages of a credit cycle, i.e. starting with the drawdown of the loan and working through to closure, with specific requirements for reporting arrears and restructures should these situations arise.

## Information collected for Central Bank use in the performance of any of its functions

A description of information collected specifically for Central Bank use is set out in this section, together with guidance on the scope of the reporting obligation.

### Appendices I and II to this chapter set out the personal and credit information reportable to the CCR

**PLEASE NOTE:** The technical specification for submitting personal and credit information to the CCR is set out in the Submission Manual.

## 4.3 Current Credit Scope of the CCR

Under the Act, the Central Bank has the power to phase reporting obligations by class of CIS, CIP, credit agreement or credit application and through using this power, the scope of the CCR has been expanded over time. The Central Bank used this power to implement Phase 1 (**lending to consumers**) and Phase 2 (**lending to non - consumers**) of the CCR in 2017 and 2018 respectively. The Central Bank subsequently used this power in 2019 to gather information on **asset finance agreements and other credit agreements where the credit was advanced to facilitate the provision of a good or service by the same entity** (subject to the provisions of the amendment to the Credit Reporting Act 2013 through the Markets in Financial Instruments Act 2018). From 01 February 2025, the scope of CISs and the scope of reportable data will be expanded to include data on **guarantors and guarantees:** CIPs must report data on guarantees (including all sums guarantees) entered into on or after 01 February 2025 in respect of credit agreements entered into on or after 01 February 2025.

The scope of credit applications and credit agreements (consumer and non-consumer) is confined to **lending products only**, i.e. data on credit advanced through alternative means such as through deposits, derivatives, loan notes etc. is not currently being collected.

The responsibility rests with the CIP to decide whether or not the credit they provide is in scope of the Act and to seek legal advice where necessary.

The table below contains a generic and non-exhaustive list of products currently in scope for the CCR. The CIP should ensure that the product type selected best reflects the characteristics of the credit product provided. It is important that all information, including the product type, submitted by the CIP can be understood by the CIS on their credit report.



**Table 4.3: CCR generic product list**

<b>Consumer</b>	<b>Non Consumer</b>
Personal Loan	Business Loan
Credit Card, Charge Card	Business Credit Card
Overdraft, Revolving Facility	Business Overdraft, Business Revolving Facility
Mortgage Home Loan, Lifetime Mortgage Plan, Property Reversion Plan, Mortgage Buy to Let	Mortgage Buy to Let, Mortgage - Commercial
Hire Purchase, Personal Contract Plan, Leasing	Business Hire Purchase, Business Leasing, Stocking Finance
Premium Financing	Supply Chain Finance, Invoice Discounting
	Syndicated Loan – Business, Commercial, Revolving, Other
	Letter of Credit
	Public Body Funding for Property Acquisitions and Development

**Scope of guarantees reportable to the CCR**

**PLEASE NOTE:** Guarantees, including all sums guarantees, must only be reported for credit agreements that are in scope of the Credit Reporting Act 2013. CIPs must report data on guarantees (including all sums guarantees) entered into on or after 01 February 2025 in respect of credit agreements entered into on or after 01 February 2025. A guarantee must only be reported to the CCR where the CIP holds a legally enforceable guarantee.

## 4.4 Personal Information

Personal information (subject data) submitted to the CCR is used to match CIS records submitted from various CIPs to create a **Single Borrower View**, which forms the basis of the credit report. As the Single Borrower View is of critical importance to the successful operation of the CCR, the subject data reported to the CCR must be accurate, complete and up to date. There are specific legal obligations on CIPs to ensure the accuracy of subject data submitted to the CCR:

Section 21 of the Act sets out that a CIP shall take reasonable steps to verify that the information, which the CIP obtains from CISs, is accurate and complete.

Regulation 6 of the (Section 11) (Provision of Information for Central Credit Register) Regulations 2016, requires CIPs to take all reasonable steps to ensure the accuracy of the personal information provided to the Central Bank pursuant to Regulation 3. CIPs are also obliged to inform the Central Bank of any changes to the personal information provided to the Central Bank pursuant to Regulation 3 of which it becomes aware.

Separately, under Section 20 of the Act, the CIP is obliged to take such steps as are prescribed by regulations made by the Bank to verify the identity of CISs. The Section 20 (Verification of Identity of Credit Information Subjects) Regulations 2016 and associated Guidance on the CCR published by the Bank sets out further specific detail on these matters including steps to verify the identity of CISs who make credit applications to, or credit agreements with, the CIP.

Subject data is gathered at enquiry (see Chapter 5 for details) and is also required to be reported following drawdown of a credit agreement. The subject data reported following drawdown of a credit agreement should be consistent with that submitted as part of an enquiry.

In order to avoid the over processing of data, subject data is not required to be reported subsequently, other than where there is a change to be effected, e.g. to reflect a change of address notified to the CIP by the CIS. The technical specification for the reporting of subject data is set out in the Submission Manual.

### Reporting an Individual

**The subject data reportable for a consumer, non-consumer (other than sole traders) and individual guarantors<sup>9</sup> is the same.**

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<sup>9</sup> From 01 February 2025, subject information on individuals providing a guarantee in respect of a credit agreement must be reported to the CCR.

The CIP should not use a subject data field for any unintended purpose, for example, use the name fields to reflect a change in status of the individual (e.g. Joe Bloggs, A bankrupt, Joe Bloggs, DRN or include reference to a judgement etc.) or an opinion on the individual (e.g. Joe Bloggs bad payer), or use the address fields to reflect the status of a CIS (not at address, not contactable etc.).

If an individual has a business address (separate to their home address), this can be reported as an additional address.

## **Reporting an Individual Sole Trader**

The subject data reportable for a consumer or non-consumer must also be reported for a sole trader, but in addition, the CIP must distinguish the sole trader from other individuals by (additionally) reporting the Sole Trader Name (even if this is the same as the individual's name).

Any additional subject data relating to the sole trader, e.g. address must be reported in the Sole Trader section of the Individual record.

If all other subject data is the same, the only additional reporting obligation on the CIP is the reporting of the Sole Trader Name.

The CIP should not reflect a change in status of the sole trader through the subject data, e.g. if the individual becomes bankrupt or has a judgment recorded against them.

## **Reporting groups of Individuals: Partnerships, Clubs, Associations etc.**

It is the responsibility of each CIP to determine who the appropriate CIS is, in a credit agreement, for the purposes of reporting in accordance with section 11(1) of the Act.

CIPs should identify who the credit agreement was made with. This should be determined consistently with the credit application made by the CIS, i.e. the person making a credit agreement will have been identified at the point at which they made a credit application and where there was a requirement for the CIP to access information on the Register (See Chapter 5 for further information on the reporting of credit applications via Enquiry). Finally, this determination must also be consistent with the fact that a CIS will have been identified and verified in complying with Section 20 of the Act and regulations made thereunder.

If it is appropriate and consistent with the Act to identify and provide information on a CIS as an individual, the CIP must do so. CIPs should be mindful that information reported by a CIP is relevant to the Single Borrower View.

If in doubt, the CIP should seek their own legal advice.

## **1. If a CIP determines that the CISs that have made the credit agreement are a group of individuals**

In this scenario the CIP must report the required data for each individual co-borrower using the 'Individual Record'.

## **2. If the CIP determines that the CIS that has made the credit agreement is an unincorporated body**

In this scenario the CIP must report the required data on the unincorporated body using the Company Record. The name of the unincorporated body must be reported under Entity Trading/Business Name and cannot be reported under Entity Legal Name. The CIP must select the most appropriate entity form from the Entity Form domain list.

The following reporting scenarios may be of use to CIPs in understanding the impact of each reporting approach set out.

### **Example 1 – Reporting loans provided to a property partnership**

- 1.** If individuals in a property partnership make a credit application to a CIP and the CIP determines that the partnership is the CIS in the credit application, any subsequent loan will be reported to the CCR in the name of the partnership.
  - If the CIP reports loans to this property partnership under the name of the property partnership (the unincorporated body), the associated loans will appear on the credit record of the partnership only and not under the individuals names that signed the credit agreement.
- 2.** If individuals in a property partnership make a credit application to a CIP and the CIP determines that the individuals in the property partnership are the CISs in the credit application, any subsequent loan will be reported to the CCR in the name of the individuals.
  - If the CIP reports loans to this property partnership under the names of the individuals in the partnership (as co-borrowers), the associated loans will appear on the credit record of these individuals and not under the name of the partnership.

In addition to the Act, CIPs made wish to have regard to other relevant legislation such as GDPR and consider if it is necessary and proportionate to process personal information in respect of reporting.

## Example 2 – Reporting loans provided to a GAA Club

1. If individuals in a GAA club make a credit application to a CIP and the CIP determines that the GAA club is the CIS in the credit application, any subsequent loan will be reported to the CCR in the name of the GAA club.
  - In this scenario the CIP will report the loan to the CCR under the name of the GAA club using the Company Record. The associated loans will appear on the credit record of the GAA club and not on the credit record of the individuals that signed the credit agreement.
2. If individuals in a GAA club make a credit application to a CIP and the CIP determines that the individuals are the CISs in the credit application, any subsequent loan will be reported to the CCR in the names of the individuals.
  - In this scenario, the CIP will report the loans to the CCR under the names of individuals as co-borrowers using the Individual Record. The associated loans will appear on the credit record of these individuals and not on the credit record of the GAA club.

In addition to the Act, CIPs made wish to have regard to other relevant legislation such as GDPR and consider if it is necessary and proportionate to process personal information in respect of reporting.

## Reporting non-individuals i.e. legal entities

**Subject data for a legal entity acting as a borrower, co-borrower or guarantor<sup>10</sup> is reported to the CCR using the Company Record.** Data fields reportable through this record include Entity Legal Name, Entity Trading Name, Entity Form, Entity Registered Address, Identification Type etc.

The subject data reported for a legal entity should reflect the information held by the Companies Registration Office (CRO), e.g. registered name of the legal entity, the registered address of the entity, the number assigned by the CRO etc.

The subject data for all parties to a credit agreement must be reported to the CCR, e.g. in a situation where a parent company is providing a credit facility for drawdown by

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<sup>10</sup> From 01 February 2025, subject information on legal entities providing a guarantee in respect of a credit agreement must be reported to the CCR.

its subsidiary companies, the CIP must reflect all parties to the credit agreement by reporting the subject data for each CIS involved.

Where there is a change in the status of a legal entity resulting in a change of legal name, this must be reflected on the CCR also, e.g. a company, ABC Ltd. is placed in receivership and the name of the company is changed to ABC Ltd. in Receivership. This change of name must be reflected on the CCR.

## Reporting Identification Type and Value

The technical rules for the reporting of Identification Type and Value are set out in the Submission Manual. Guidance on this reporting obligation is set out in the table below. CIS Type below includes borrowers, co-borrowers and guarantors<sup>11</sup>.

CIS Type	Identification Type & Value	Reporting Rule
<b>Individual: Consumer</b>	PPSN	<p>PPSN is reportable since 30 June 2017</p> <p>For existing credit agreements at 30 June 2017 where PPSN was not held for the relevant CIS, associated records submitted without PPSN will not be rejected.</p> <p>A CIP cannot report two or more CISs with the same PPSN.</p>
<b>Individual: Non Consumer</b>	PPSN	<p>PPSN is reportable since 31 March 2018.</p> <p>For existing credit agreements at 31 March 2018 where PPSN was not held for the relevant CIS, associated records submitted without PPSN will not be rejected.</p> <p>A CIP cannot report two or more CISs with the same PPSN.</p>
<b>Individual: Sole Trader</b>	PPSN, Business Registration No.	<p>PPSN is reportable since 31 March 2018.</p> <p>If a Business Registration No. (BRN) exists for the CIS, i.e. if the Sole Trader is registered with the Companies Registration Office and has been issued a BRN, this is reportable since 31 March 2018.</p> <p>For existing credit agreements at 31 March 2018 where BRN or PPSN was not held for the relevant CIS, associated records submitted without BRN or PPSN will not be rejected.</p>
<b>Individual: Non Consumer</b>	Individual Tax Reference No. (Non ROI)	Individual Tax Reference No. (Non ROI) is reportable since 31 March 2018.

<sup>11</sup> From 01 February 2025, CIPs must report data on guarantees associated with credit agreements entered into on or after this date.

<b>(Non ROI), Sole Trader (Non ROI)</b>	For existing credit agreements at 31 March 2018 where Individual Tax Reference No. (Non ROI) was not held for the relevant CIS, associated records submitted without Individual Tax Reference No. (Non ROI) will not be rejected.
<b>Group of Individuals: Club, Association or other non-legal grouping other than Partnerships</b>	Tax Reference No. This value is reportable where a Tax Reference No. is held by a club, association or other group of individuals.  For existing credit agreements at 31 March 2018 where the Tax Reference No. was not captured, and for records of clubs, associations or other groups of individuals, other than partnerships, where this number does not exist, associated records submitted without Tax Reference No. will not be rejected.
<b>Group of Individuals Non legal entity (Non ROI)</b>	Tax Reference No. (Non ROI) Tax Reference No. (Non ROI) is reportable since 31 March 2018.  For existing agreements at 31 March 2018 where Tax Reference No. (Non ROI) was not held, the associated records submitted without Tax Reference No. (Non ROI) will not be rejected.
<b>Group of Individuals: Partnerships</b>	Business Registration No. If the Partnership is registered with the Companies Registration Office and has been issued a Business Registration No. (BRN), this is reportable since 31 March 2018.  For existing credit agreements at 31 March 2018 where the BRN issued to the CIS was not held by the CIP, associated records submitted without BRN will not be rejected.  A CIP cannot report two or more CISs with the same BRN.
<b>Legal entity: Legal entity (ROI), including Incorporated Charity</b>	CRO No. This value is mandatory for legal entities.  The CRO No. reported under this Identification Type must be an ROI CRO No. A registered number issued by an equivalent authority in another State must be reported using the Identification Type value <i>Legal entity (non ROI)</i> .  A CIP cannot report two or more CISs with the same CRO.

## 4.5 Credit Information

Credit information (contract data) submitted to the CCR is used to create a credit history on the credit report and by the Central Bank for use in the performance of any of its functions.

Contract data categories reportable to the CCR can be split between:

Credit Profile Information such as Product Type, Repayment Frequency, Start Date and Maturity Date, which describes the nature of the credit agreement. This information can remain unchanged through the life of the credit agreement; and

Credit Performance Information such as Outstanding Balance, Credit Limit, No. of Payments Past Due, Credit Status, Restructure Event, etc. provides information on the performance of the CIS in meeting the payment terms of the credit agreement.

Reporting of contract data is subject to specific rules, which include:

The material relevance of the data to the credit history of the CIS, e.g. Credit Status must always be reported even to signal a N/A value for the CIS; and

The occurrence of a specific event, e.g. No. of Payments Past Due is reportable when an arrears position arises (subject to the application of calculation), Security Type is reportable when there is a Guarantee attached to a credit agreement etc.

CIPs must report contract data to the CCR via three different types of records depending on the nature of the credit agreement:

**Instalment:** Record for reporting credit agreements requiring repayment by instalment, e.g. Personal Loan, Mortgage – Home Loan, Mortgage – Commercial, etc.;

**Non-Instalment:** Record for reporting credit agreements with open ended repayment within defined terms, e.g. Overdraft, Revolving Facility, etc.; **and**

**Credit Card:** Record for reporting credit agreement in respect of a credit amount made available through a credit card or charge card.

The technical specification for the reporting of contract data is set out in the Submission Manual.

In this section, guidance is provided in respect of certain reporting scenarios relating to business lending, goods and asset finance and guarantees.

## 4.5.1 Reporting scenarios relating to business lending

### Multi Option Facility

Where a CIS is approved a facility allowing funds to be drawn under multiple products OR in separate drawings under the same product type but with multiple variations in terms of loan profile (Payment Frequency, Interest Rate, Currency, Maturity Date etc.), the CIP must report the contracts individually following drawdown (Instalment) or when the credit is made available (Non Instalment, Credit Card), according to the general reporting rules in Section 4.5 of this



chapter, with one additional reporting obligation: **the CIP must also report a Multi Option Facility Link Code, to show the link between these individual contracts.**

The CIP must report the individual multi-option contracts as individual contracts and also reflect that these facilities are linked through the reporting of a Multi Option Facility (MOF) Link Code.

The CIP will report the approved credit limit through the Application Update Enquiry (AUE) function, which will be linked to the contracts that are subsequently drawn down and reported to the CCR. Please see Chapter 5 of this document for guidance on making an enquiry in respect of an MOF and Chapter 2 of the A2A Enquiry Manual for further information on how to report the MOF credit limit using the AUE function.

### Multiple CISs

Where a group of CISs are approved a facility that may be drawn down under different products at different times and by any CIS that is party to the credit agreement:

All CISs that are party to the credit agreement must be reported using the Individual Record and must be reflected on each contract as co-borrowers.

The CIP must report each new contract as they are drawn down, reporting linked products under multi-option facilities as applicable.

CIPs may add and remove CISs from contracts as required, please see Section 7 of the Submission Manual for further information.

### Syndicated loans

A loan provided by a syndicate of CIPs is reportable to the CCR, however **each CIP is responsible for the reporting of their portion of the loan only.**

Each CIP should reflect the fact that the contract is part of a syndicate using the relevant domain value under the Product Type data field.

Each CIP reports their respective Credit Limit and the relevant Outstanding Balance on a monthly basis.

## 4.5.2 Reporting scenarios relating to goods or asset finance

### Credit is provided through a customer account or facility to facilitate the purchase of a good/s

The CIP should report this type of credit agreement as a Revolving Facility, using the Non Instalment Record.

The CIP must ensure that they continue to report this facility until it has been closed, including where there is an Outstanding Balance of 0 for a period of time.

### **Credit is advanced through a PCP to facilitate the purchase of a car**

As set out in the Submission Manual, the Financed Amount is the “The total amount of credit that may be drawn (in full or in stages) as set out in the credit agreement”.

In respect of a PCP, the Financed Amount to be reported in this field is the vehicle value minus the deposit already paid by the consumer, as reflected on the credit agreement.

Otherwise, PCPs should be reported in line with the terms of the relevant credit agreement and in line with the requirements and rules for all other instalment products.

The CIP must ensure that they continue to report this facility until it has been closed, including where there is an Outstanding Balance of 0 for a period of time.

CIPs should follow this guidance for any other asset finance product with a similar structure.

## **4.5.3 Reporting a guarantee**

### **Guarantor Subject Data**

In order to report a legally enforceable guarantee to the CCR, the CIP must report the individual or legal entity providing the guarantee and the guarantee itself.

The CIP must report the same subject information for the guarantor as they would for a borrower or co-borrower. See Section 4.4 for further guidance on subject information. In the event that the individual or legal entity providing the guarantee is not an existing customer of that CIP, the CIP must create a unique customer number for them in order to report them to the CCR.

### **Guarantor Contract Data**

A guarantee must be reported on the contract record under Security Type using *Personal Guarantee*, *Limited Personal Guarantee*, *Corporate Guarantee*, *Limited Corporate Guarantee* or *Other Guarantee*, depending on whether the guarantee is offered by a person or a legal entity and whether the guarantee is for the full amount of the debt or a portion of it. If a guarantee is for the full amount of the debt, or is an unlimited guarantee, the expectation is that *Personal Guarantee* or *Corporate Guarantee* is reported. If a guarantee is for a portion of the debt the expectation is that *Limited Personal Guarantee* or *Limited Corporate Guarantee* is reported. In exceptional circumstance, where a CIP is satisfied that none of these options are accurate *Other Guarantee* may be reported.

The guarantee is linked with the guarantor through the use of two data fields:

- the first is Provider CIS No., which must be populated with the CIP's unique customer number for the guarantor. In the event that the guarantor is not an existing customer of that CIP, they must create a customer number for the purpose of reporting to the CCR.
- the second is Role of CIS, which must be populated to reflect that this individual or legal entity is a guarantor in respect of the credit agreement.

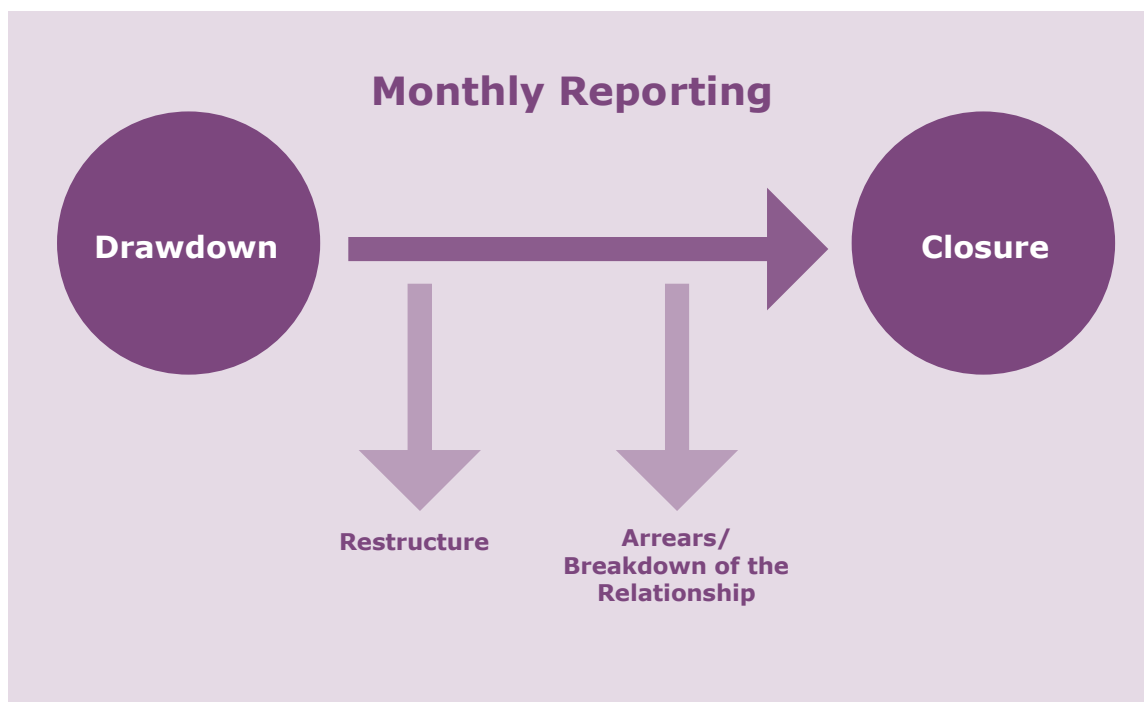
The CIP must submit a contract record for the loan in respect of each CIS that is party to the credit agreement, including a guarantor.

In the event that the CIP calls in the guarantee, the CIP will report this event under the Credit Status data field, selecting the domain value *Guarantee/s Called*. This domain value refers to the calling in or invoking of the guarantee held, which results in the guarantor being called upon to pay the amount guaranteed. Otherwise, there is no performance information specific to the guarantor, reportable to the CCR, e.g. if a CIP issues legal proceedings against a guarantor, if a guarantee is restructured etc.

## 4.6 Monthly reporting to the CCR

Following the drawdown of an instalment loan by a CIS or following funds being made available to a CIS under a non-instalment product or credit card, CIPs must commence reporting that contract (credit agreement) to the CCR and continue to do so, on a monthly basis, until the contract has been closed. The term 'contract' is used in the Submission Manual when referring to a credit agreement that has been reported to the CCR. The terms contract and credit agreement are used interchangeably in this document.

Information submitted may vary from month to month depending on the performance of the contract and/or any changes to the contract, e.g. where an arrears position arises, where the relationship with the CIS breaks down and the CIP commences proceedings to recover debts or where a CIS seeks a restructure of their existing credit agreement arising from financial distress. The CIP has an obligation to reflect such events on the CCR and provide monthly updates subsequently.



Consistency in reporting accurate complete and up to date data to the CCR is the responsibility of the CIP. This can be achieved through strict adherence with CCR standardised reporting rules and through prompt reaction to feedback provided by the CCR on data quality and data completeness.

The Submission Manual provides the standardised rules and specifications to assist CIPs in developing their reporting solution and in providing data to the CCR on an ongoing basis. Each

data field reportable to the CCR is defined and presented in the Submission Manual under a range of technical classifications, including the following:

Data fields marked as **M (Mandatory)** must always be reported every month, e.g. Financed Amount. Failure to report a data field in this category will result in the record being rejected.

Data fields marked as **D (Dependent)** must be reported according to the rule attaching, e.g. Contract Actual End Date. Failure to report a data field in this category correctly will result in the record being rejected.

Data fields marked as **NM (Non Mandatory)** must be reported where the required information is held by the CIP, e.g. Exposure Class.

In addition to the technical specification for reporting, the business scenarios under which specific data fields or domain values become reportable are standardised.

The business scenarios set out in the next sections follow the credit life cycle of a contract, from drawdown to closure and set out specific requirements regarding the reporting of restructures, arrears and debt recovery steps. Reporting obligations at each stage of the credit life cycle are presented in terms of the scope of the obligation at that stage, the information to be reported and the timing of the reporting. In addition, sample reporting scenarios are provided for illustrative purposes.

The rules and business scenarios for the reporting of credit applications are set out in Chapter 5: Access to CCR, as information on credit applications will be gathered at enquiry to the CCR as opposed to through the submission process.

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**PLEASE NOTE:** All of the fields listed in the Submission Manual reflect the requirements of the Act and associated regulations. **All data fields are reportable irrespective of their technical classification.**

**PLEASE NOTE:** CIPs must not report credit application data via the submission channel. Data on credit applications will be reported through the enquiry channel only.

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#### 4.6.1 Drawdown

Following the drawdown of an instalment loan by a CIS or following funds being made available to a CIS under a non-instalment product or credit card, the CIP commences the monthly reporting of this contract to the CCR and updates the contract on a monthly basis until it has been repaid/closed.

## Scope of reporting obligation at Drawdown

Qualifying credit agreements (i.e. credit agreements for €500 or greater) are reportable to the CCR.

Qualifying credit agreements include credit agreements where the original credit limit of €500 or greater has been removed, revoked or reduced below €500, but the CIS is nevertheless required to repay the outstanding balance, e.g. a credit card limit is revoked by a CIP but there is an outstanding balance repayable by the CIS.

## What to report

The personal and credit information to be reported following drawdown is set out in appendices I and II to this chapter for reference. The detailed technical specification is set out in the Submission Manual<sup>12</sup>.

## When to report

The point at which a credit agreement becomes reportable is dependent on the type of credit agreement in question:

Credit Agreement Type	Product Type Example	Commencement of reporting obligation
Instalment	Personal loan, Mortgage – commercial etc.	Date of first drawdown
Non Instalment	Overdraft, Revolving Facility, etc.	Date on which the non-instalment facility is made available for use
Credit Card	Credit Card	Date on which the credit card is made available for use

Newly drawn instalments, or newly available non-instalment or credit cards must be reported to the CCR at **the next reporting date**.

The reporting reference date for every CIP is the last calendar date in the month. Data must be provided to the CCR within 5 working days of this date.

Further details in respect of the reporting timelines are set out in the Submission Manual.

All financial data in the CCR is in euro. If a CIP lends in a different currency they must convert the amount for submission to the CCR into euro with an indication of the original currency in the

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<sup>12</sup> CIPs are advised to review *Chapter 10: Control and Use of CCR Data* for information on the reporting of PPSN to the CCR.

data field called Original Currency. **When converting currency to euro, CIPs must use the close of business spot rate as of the date on which the data file is extracted.**

**PLEASE NOTE:** CIPs do not have a legislative basis to report credit agreements where the amount agreed to be provided in that credit agreement is less than €500.

## 4.6.2 Monthly reporting scenarios for contract and subject data

### Contract Data

Contract data must be reported each consecutive month to create a credit history on the record of the CIS. The monthly reporting of contract data will include changes in the performance of the credit agreement, e.g. the reduction of the outstanding balance on a mortgage on a monthly basis, or one off changes, e.g. an increase in the credit limit on a credit card and unchanged data, e.g. the product type.

### Subject Data

While CIPs must report contract data each month, they must only report subject data when a new CIS is being reported to the CCR or where there is an update to an existing CIS previously reported, e.g. where a CIS address changes.

#### Reporting Scenarios for Monthly Submission

- 1. A CIS changes their address with the CIP and the CIP has taken all reasonable steps to satisfy itself as to the accuracy of the information provided.**
  - The CIP should report the new address, with a new Subject Reference date, at the next reporting date.
- 2. A CIS is provided with an increased credit limit on an overdraft:**
  - The CIP should report the increased credit limit available to the CIS in the Credit Limit data field at the next reporting date.
  - If the increased credit limit is provided under the same contract number, the Start Date must not be updated; the Start Date must remain as the date on which the Provider Contract Number was first reported.
  - If the increased credit limit is being provided under a new Provider Contract Number, the old contract must be closed and in reporting the new contract, the Start Date must be reported to reflect the date from which the limit under the new Provider Contract Number became available.

**3. A CIS is provided with a top up to an existing personal loan:**

- The CIP should report the increased amount available to the CIS in the Financed Amount data field at the next reporting date.
- If the top up is provided under the same contract number, the Start Date must not be updated; the Start Date must remain as the date on which the Provider Contract Number was first reported.
- If the top up is being provided under a new contract number, the old contract must be closed and in reporting the new contract, the Start Date is reported to reflect the date from which the new Financed Amount, under the new contract number, became available.

**4. A CIP reduces the available credit limit of an overdraft, credit card or other type of revolving facility is reduced below €500, but continues to rely on the same credit agreement (for €500 or greater) with the CIS for the operation and payment of the facility:**

The CIP should continue to report this credit agreement until the debt has been repaid or the credit agreement has been replaced by a new credit agreement.

**5. A new credit agreement is put in place with a CIS, to reflect a new credit limit lower than €500 for an overdraft, credit card or other revolving facility currently reported to the CCR. The CIP wishes to allow for the possibility of the facility coming back into scope of the CCR at a future date:**

- It is not possible to allow for this on the CCR; CIPs cannot report the same contract number for multiple facilities to the CCR. In this scenario, the CIP must close the relevant record once the facility moves out of scope.
- If a credit agreement is put in place with this CIS for a value of €500 or greater, the CIP must report this using a new Provider Contract Number reflecting that a new credit agreement is in place with the CIS.

**6. The CIP and CIS agreed to modify the term of a credit agreement reducing the term by 5 years, where the CIS is not in financial distress, but rather is in a position to repay the debt earlier than expected:**

The CIP should amend the Maturity Date and Total Number of Planned Payments at the next reporting date; there is no reporting obligation under Restructure Event as this modification to the credit agreement did not arise out of financial distress.



**7. Where CISs are added or removed from a contract and the CIP continues to use the same Provider Contract Number, the CIP can manage the credit history of both CISs using the Reorganised Code function:**

Please consult Section 7.3 of the Submission Manual for information on how to report this code.

**8. A CIS is afforded a period of time following the final payment on their contract to request the renewal of the facility for a further period or to cancel the facility. During this time the Outstanding Balance on the contract is at 0:**

The CIP should continue to provide monthly submissions for this contract, with an Outstanding Balance of 0, until the contract has been closed. There should be no gap in reporting during this decision period.

A sample of reporting scenarios are set out below illustrating how to report the following fields: Payment Made, Payment Date, Next Payment Amount and Next Payment Date, to the CCR.

### Monthly Payment Data Reporting Scenarios

**1. A CIS does not meet their scheduled payment on a loan in the reporting period:**

- The CIP must report the null value in the Payment Made and Payment Made Date fields. A value of 0 must not be reported in these fields.
- This will ensure the credit record of the CIS will retain the value of the last payment made and the last date on which a payment was made.

**2. A direct debit payment is received at the end of a month and captured in that reporting period but is subsequently reversed in the next reporting period:**

- Direct debit payments should be reported as payments made in the Payment Made and Payment Made Date fields irrespective of if they have cleared.
- If a direct debit payment is subsequently reversed in the next reporting period, the absence of payment will be evident in the Outstanding Balance and if the direct debits continue to be reversed, the No. of Payments Past Due will reflect the missed payments.

**3. A CIS has been granted a payment moratorium on their mortgage and therefore there are no scheduled payments for a period of time.**

**In this scenario the CIP should report:**

- the date of the first scheduled payment after the moratorium ends, in the Next Payment Date field and
- the corresponding amount due after the moratorium ends, in the Next Payment Amount field.

**4. There are no scheduled payments on a loan that has passed its maturity date:**

- In this case the CIP should report the outstanding balance in the Next Payment Amount field and the maturity date in the Next Payment Date field.

**5. A CIS does not charge anything to their credit card in the reporting period:**

- The CIP must report the null value in the Charged Amount and Date of Last Charge fields. A value of 0 must not be reported in these fields.
- This will ensure the credit record of the CIS will retain the value of the last amount that was charged to the card and the date on which the charge was made.

**6. A CIP has advanced a loan to a CIS and due to the nature of the repayment source for the loan, has not agreed a repayment schedule:**

In cases like this and in the absence of any agreed payment schedule, the CIP may report the outstanding balance in the Next Payment Amount field and the maturity date in the Next Payment Date field. Any payments that are made against the loan will be reflected in the Outstanding Balance.

A sample of reporting scenarios are set out below illustrating how to report guarantor data.

## Monthly Guarantee Reporting Scenarios

### 1. A guarantee is in place for the first twelve months of a loan and is removed subsequently:

- While the guarantee is in place, the CIP must report the contract in respect of the guarantor and the borrower, linking the guarantor to the contract using the Provider CIS No. and the Role of CIS data fields. The CIP must also report the relevant guarantee type, e.g. *Personal Guarantee*, under the Security Type data field.
- When the guarantee ends, the CIP stops reporting the contract in respect of the guarantor. This cancels the link between the guarantor and the contract. .
- The CIP must continue to report the contract in respect of the borrower.

### 2. Additional guarantees are put in place after a loan has been drawn: One legal entity provides a guarantee in respect of a contract at origination, but two years later 7 other legal entities provide a guarantee in respect of the same contract:

- When there are multiple guarantors linked to a contract, a separate record for each guarantor linked to that contract must be reported.
- The data for the first guarantor must be captured using the Individual or Company Record as appropriate.
- The additional guarantors must be added by reporting their subject information in the Individual Record and by linking them to the relevant contract by reporting the contract for each guarantor with the relevant Provider CIS No. and the Role of CIS as *Guarantor*.

**PLEASE NOTE: There is no upper limit on the number of guarantees that can be captured in respect of the one contract.**

### 3. An individual guarantees 50% of a corporate loan:

- The CIP must report this as a *Limited Personal Guarantee* under Security Type

**PLEASE NOTE: A guarantee in place for a period shorter than the duration of the credit agreement is not a limited personal guarantee or limited corporate guarantee; a limited personal guarantee or limited corporate guarantee relates to the amount of the loan guaranteed rather than the duration of the guarantee.**

#### 4. The reporting of Security Type to the CCR:

- The Security Type field must be reported only when the Role of CIS field is Guarantor.
- If there are multiple different guarantees linked to a credit agreement e.g. one guarantee is for the full amount while another is for a limited amount, the relevant Security Type values must be reported for each CIS.
- The Security Type field must not be reported when the Role of CIS field is *Borrower* or *Co-Borrower*.

#### 5. If a payment is made by a Guarantor instead of a Borrower/Co-Borrower for a credit agreement:

- The Payment Made and First Payment Date must be reported with the same values for each CIS contract record (*Borrower, Co-Borrower, Guarantor*) irrespective of whether the payment was made by a Borrower, Co-Borrower, or Guarantor.

### 4.6.3 Restructure

A restructure event is a modification made to a credit agreement, agreed by a CIS and a CIP, which arises out of **financial distress only**. The modification will be made as a result of either of the following scenarios:

The CIS is currently in arrears and a restructure is agreed between the CIP and the CIS.

The CIS is in danger of getting into financial difficulties and/or of going into arrears on their credit agreement and a restructure is agreed between the CIP and CIS.

#### Scope of reporting obligation

Restructure events that fall within the above definition must be reported to the CCR.

Changes to the nature or term of a credit agreement that do not arise out of financial distress are not reportable as events to the CCR, i.e.

- Restructures agreed to resolve an arrears position, but where the CIS is not in financial distress are not reportable, e.g. an arrears position that arises due to a direct debit error; and

- 'Positive' restructures, e.g. bringing forward the maturity date, accelerated payments on a loan etc. are not reportable. Such restructures would be evident in changes to the Maturity Date, Next Payment Amount and Outstanding Balance.

Informal restructures put in place without modification to the credit agreement are not reportable, e.g. a verbal agreement to accept increased payments over a period of time to clear an arrears position.

All other data fields should continue to be updated on the CCR as necessary, whether or not there is a restructure event to report.

## What to report

The CCR will capture both permanent and temporary restructure events: Restructure events that involve a **permanent** change to a contract, e.g. the capitalisation of arrears, and restructure events that involve a **temporary** change to a contract, e.g. an interest only payment arrangement for 12 months.

The type of restructure event that has taken place should be reported by selecting the most appropriate value in the table of Restructure Event domains set out in the Submission Manual. A list of the restructure events and their description is set out in Table 4.6.3 in this chapter.

Where the type of restructure event that has taken place is not represented on the table of domains, the CIP should select the closest option available, with the objective being to reflect as much information as possible on the restructure event. Sample reporting scenarios are set out later in this chapter to provide further assistance.

Where there is no appropriate domain value to reflect the restructure event, the CIP should select the *Other Restructure Type* domain value.

Where there is no restructure event to report, the CIP must report the *Not Applicable* domain value.

## When to report

A restructure event must be reported to the CCR at the next reporting date following the date on which the modification made to the credit agreement takes effect.

Thereafter, the monthly reporting requirement is dependent on the nature of the restructure:

- A permanent restructure event, i.e. the modification of a credit agreement applied on a permanent basis should be reported at the next applicable reporting date, but not subsequently.
- A temporary restructure event, i.e. an event that includes a temporary event such as a payment arrangement over a period of time, must be reported on a monthly basis to the CCR until the expiry or withdrawal of the temporary arrangement.
- A restructure event which combines both a temporary and a permanent restructure event should be reported on a monthly basis to the CCR until the expiry of the temporary arrangement, e.g. where a CIP agrees with a CIS to capitalise the current arrears balance (permanent) plus pay interest only for 6 months (temporary), the CIP should report *Arrears Capitalisation plus Payment Arrangement*, each month for the six month duration of the interest only arrangement.

A description of each of the restructure events reportable to the CCR is set out in Table 4.6.3 below.

**Table 4.6.3 Restructure Event Descriptions**

<b>Permanent Restructure Events</b>	
<b>Restructure Event</b>	<b>Description</b>
Term Extension	The credit agreement has been modified to reflect an agreement with the CIS to extend the maturity date to a date in the future.
Arrears Capitalisation	The credit agreement has been modified to reflect an agreement with the CIS to capitalise the arrears balance by adding it to the principal balance.
Term Extension and Arrears Capitalisation	The credit agreement has been modified to reflect an agreement with the CIS to extend the maturity date to a date in the future and capitalise the arrears balance by adding it to the principal balance.
Interest Rate Reduction	The credit agreement has been modified to reflect an agreement with the CIS to permanently reduce the interest rate.
Split Mortgage	The credit agreement has been modified to reflect an agreement with the CIS to split the mortgage into two or more separate accounts, with one or more accounts to be serviced and one or more warehoused for a period of time.

Refinanced into new loan	The credit agreement has been modified to reflect an agreement with the CIS to refinance existing debt into a new loan.
Other Restructure Type	The credit agreement has been modified to reflect an agreement with the CIS to a permanent restructure. This domain value should be used for any other type of permanent restructure that cannot be described by the existing domain values.
Not Applicable	There is no restructure event to report for this contract.

### Temporary Restructure Events

Restructure Event	Description
Interest Only for < 12 months	The credit agreement has been modified to reflect an agreement with the CIS to make interest only payments for a period of 12 months or less.
Interest only for > 12 months	The credit agreement has been modified to reflect an agreement with the CIS to make interest only payments for a period greater than 12 months.
Reduced Payment < 12 months	The credit agreement has been modified to reflect an agreement with the CIS to make payments at a reduced level for a period of 12 months or less. <i>The reduced payment should be an amount greater than the interest element but less than the full capital and interest amount.</i>
Reduced Payment > 12 months	The credit agreement has been modified to reflect an agreement with the CIS to make payments at a reduced level for a period greater than 12 months. <i>The reduced payment should be an amount greater than the interest element but less than the full capital and interest amount.</i>
Payment Moratorium for < 12 months	The credit agreement has been modified to reflect an agreement with the CIS to make no payments at all for a period of 12 months or less.
Payment Moratorium for > 12 months	The credit agreement has been modified to reflect an agreement with the CIS to make no payments at all for a period greater than 12 months.
Interest Rate Reduction	The credit agreement has been modified to reflect an agreement with the CIS to temporarily reduce the interest rate.

Term Extension and Payment Arrangement	The credit agreement has been modified to reflect an agreement with the CIS to extend the maturity date and to make payments with a lower value than the full repayment for any period of time.
Arrears Capitalisation and Payment Arrangement	The credit agreement has been modified to reflect an agreement with the CIS to capitalise the arrears on the contract and to make payments with a lower value than the full repayment, for any period of time.
Payment Arrangement plus other Restructure Type	The credit agreement has been modified to reflect an agreement with the CIS to make payments with a lower value than the full repayment, in addition to another type of restructure, permanent or temporary, not provided for on the domain list, for any period of time.
Other Restructure Type	The credit agreement has been modified to reflect an agreement with the CIS to a temporary restructure. This domain value should be used for any other type of temporary restructure that cannot be described by the existing domain values.
Not Applicable	There is no restructure event to report for this contract.

### Sample Reporting Scenarios for Restructure Events:

#### 1. Reporting a term extension of 1 year, payment arrangement for 6 months and a partial write-off

Report *Term Extension and Payment Arrangement* each month for 6 months.

#### 2. Reporting an arrears capitalisation, term extension and payment arrangement for 24 months

Report *Term Extension and Payment Arrangement* each month for 24 months. In this example, the arrears capitalisation will be evident in the credit history, whereas the term extension may not be and should be highlighted.

#### 3. Reporting a Split Mortgage with multiple restructure events

Report *Split Mortgage* only on each contract under the split mortgage.

#### 4. Reporting a temporary interest rate reduction for 6 months and arrears capitalisation

Report *Interest Rate Reduction* each month for 6 months. In this example, the arrears capitalisation will be evident in the credit history, whereas the interest rate reduction will not be visible.



## 5. Reporting a payment arrangement for 24 months and a partial write-off

Report *Payment Arrangement plus Other Restructure Type* each month for 24 months.

### 4.6.4 Arrears/Breakdown of the relationship

#### 4.6.4.1 Reporting of Arrears

The CCR will collect arrears information to fulfil two separate purposes: to reflect the performance of a contract on a credit report (*No. of Payments Past Due*) and for Central Bank use in the performance of any of its functions (*Days Past Due, Amount Past Due and Minimum Payment Indicator*).

#### Arrears information to be reflected on a credit report

**Arrears information for products with a standard payment frequency**, i.e. where the payment frequency is daily, weekly, fortnightly, four weekly or monthly, will be reported using the CCR definition of *No. of Payments Past Due* (for standard payment frequencies) which includes the application of a grace period of one month. The grace period is to provide a practical buffer to avoid the reporting of technical arrears over which a CIS may have little control, e.g. errors in the setting up of a direct debit for a new loan where the first payment occurs soon after loan set up, unexpected technical delays in processing of payments etc.

**Arrears information for products with a non-standard payment frequency**, i.e. where the payment frequency is less frequent than one month, i.e. quarterly, four monthly, five monthly, yearly etc. will be reported using the CCR definition of *No. of Payments Past Due* (for non-standard payment frequencies) which does not apply any grace period.

**Arrears information for products with multiple payment schedules**. The payment frequency for such contracts will be reported as *Irregular Instalments* and any arrears position arising will be reported in the Credit Status data field using the domain value *Irregular Instalment Payment Missed*.

#### Arrears information collected solely for Central Bank use

Arrears information collected solely for use by the Central Bank will be reported using the *Days Past Due, Amount Past Due and Minimum Payment Indicator* data fields as relevant. The arrears information reported in these data fields should reflect the actual position on the CIP's system and should not include a grace period of one month.

## Scope of reporting obligation

Where a CIS misses a scheduled payment on an Instalment or Credit Card credit agreement, a reporting obligation arises for the CIP.

There are four data fields reportable to the CCR by all CIP types, depending on the applicable contract.

Data Field	Applicable Contract Type	Purpose
No. of Payments Past Due	Instalment (Mortgage – Home loan, Personal loan etc.) AND Credit Card	Displayed on the credit report
Amount Past Due		Central Bank use
Days Past Due		Central Bank use
Minimum Payment Indicator	Credit Cards only	Central Bank use

There is no obligation to report the excess on a Non Instalment product, e.g. an overdraft. This information is calculated by the CCR based on the reported Credit Limit and Outstanding Balance and is reflected on the credit report.

## What to report

Report all data fields as applicable;

The No. of Payments Past Due field has three different definitions for use in reporting, dependent on the type of payment frequency and type of contract in question:

### 1. Definition of No. of Payments Past Due for Instalment Contracts with Standard Payment Frequencies

For instalment contracts with a standard payment frequency, i.e. a payment frequency of daily, weekly, fortnightly, four weekly or monthly, the CIP must carry out the following calculation (also set out in the Submission Manual) using the information from their system

### Calculating No. of Payments Past Due for Standard Payment Frequencies

1. Divide the Amount Past Due by the Monthly Payment Due  
$$\text{Total Amount Past Due} / \text{Monthly Payment Due} = x$$
2. Round  $x$  **down** to the nearest whole number
3. Subtract 1 (representing 1 month's payment i.e. the Grace Period)
4. Report the calculated number if greater than 0
5. This calculation is carried out on a monthly basis to determine what to report

CIPs must reflect the monthly position when reporting No. of Payments Past Due, i.e. including where the payment frequency is weekly or fortnightly. The following multiples should be used to calculate the monthly payment input to the No. of Payments Past Due calculation for these payment frequencies:

Repayment Frequency	Multiple to be used
Weekly	4.30
Fortnightly	2.15

The equivalent monthly payment due must be calculated for input to the No. of Payments Past Due calculation:

#### Reporting scenario: Reporting a contract where a CIS misses 12 weekly payments of €100 per week:

Total amount past due = €1,200. Total monthly payment = €100\*4.3 = €430

1. Total Amount Past Due/Total Monthly Payment = 2.8
2. Rounded down to the nearest whole number = 2
3. Subtract 1 month (Grace Period)= 1
4. Report 1 in *No. of Payments Past due*

## 2. Definition of No. of Payments Past Due for Credit Card Contracts

For Credit Card contracts, the monthly minimum payment is used to calculate the No. of Payments Past Due. This approach is based on the current standard practice in industry:

For every monthly minimum payment a CIS fails to repay, the CIS is recorded as being overdue by 1 month on the CIP's system.

Payments made by the CIS are applied to the oldest overdue amount first.

Any subsequent payments are applied to the next oldest payment etc.

A CIS must pay the minimum payment in full; partial payments do not impact the count of missed payments.

In order to report a value in the No. of Payments Past Due to the CCR, the CIP must first apply a grace period of 1 month to the count of overdue payments and report the residual value. An example is set out below to illustrate a possible reporting scenario:

<b>Reporting scenario for Credit Cards</b>						
Statement Date	Minimum Payment	Payment Made in repay period	1 Month Overdue	2 Months Overdue	No. of Payments Overdue	CCR No. of Payments Past Due (-1)
21 Sept 17	25	0	25		1	0
21 Oct 17	37	5	37	20	2	1
21 Nov 17	38	95			0	0

September: The CIS does not pay the minimum payment. The CIS is 1 month overdue on the CIP's system. When reporting to the CCR, a grace period of 1 is applied and subsequently a value of 0 is reported as the No. Payments Past Due.

October: The CIS makes a partial payment. As this is not enough to clear the outstanding payments from September and October, the CIS is 2 months overdue. A grace period of 1 is applied and subsequently a value of 1 is reported as the No. of Payments Past Due to the CCR.

November: The CIS clears the outstanding repayments as well as the expected repayment for the current period and subsequently a value of 0 is reported as the No. of Payments Past Due.

### **3. Reporting arrears for Instalment Contracts with Non Standard Payment Frequencies:**

#### **3(a) Definition of No. of Payments Past Due for Instalment Contracts with Payment Frequency of *Bi Monthly, Quarterly, Four Monthly, Five Monthly, Half Yearly, Yearly or Bullet***

The CIP must carry out the calculation below (also set out in the Submission Manual) using the information from their system. This calculation makes use of the Repayment Amount, e.g. if a quarterly payment is made, this amount is used, if an annual payment is to be made, this amount is used etc.

This value replaces the Monthly Payment Due used in the definition for instalment contracts with a standard payment frequency; in addition, no grace period is applied.

### Calculating No. of Payments Past Due for Non-Standard payment frequencies

1. Divide the Amount Past Due by the Repay Amount  
$$\text{Total Amount Past Due} / \text{Repay Amount} = x$$
2. Round x **down** to the nearest whole number
3. Report the calculated number if greater than 0
4. This calculation must be carried out on a monthly basis to determine what to report.

### 3(b) Reporting an arrears position for Instalment contracts with a Payment Frequency of *Irregular Instalment*

If a contract has multiple payment schedules in place, e.g. monthly interest only plus quarterly capital payments, the CIP must report the Payment Frequency as *Irregular Instalment* and must use the Credit Status data field (referenced in Table 4.6.4 below) to reflect an arrears position on such contracts.

Where a CIS falls into arrears on the CIP's system, the CIP must report *Irregular Instalment Payment Missed* in the Credit Status data field.

CIPs must not report a value in Amount Past Due or No. of Payments Past Due for contracts with a payment frequency of *Irregular Instalment*.

### When to report

CIPs should report any arrears position for products with standard payment frequencies (Instalment and Credit Card) and non-standard payment frequencies to the CCR at the next monthly reporting date, i.e. No. of Payments Past Due, Amount Past Due, Days Past Due and Minimum Payment Indicator.

The arrears position should continue to be reported on a monthly basis until the arrears balance has been cleared.

### Sample Reporting Scenarios for Days Past Due:

**CIP 1 buys a loan book from CIP 2, it includes loans that are in arrears. The method for calculating Days Past Due is unclear and/or this information has not previously been reported and is unavailable.**

CIP 1 should report a zero value in the Days Past Due field, this field should only be populated when accurate data is available. More information on a CIPs reporting obligation in respect of Days Past Due is given in section 4.7. The CCR will monitor the reporting of zero's. It is anticipated that this scenario will occur infrequently.

#### 4.6.4.2 Reporting of Credit Status

The Credit Status data field is used to capture information on:

Contracts post arrears and/or following the failure of the CIS to honour the terms of a credit agreement, to reflect information on steps taken to recover monies owed.

Contracts that have multiple payment frequencies in place, e.g. monthly interest payments and quarterly capital payments, in order to reflect an arrears position.

#### Scope of reporting obligation

When the CIP takes a step to recover debts under the terms of a credit agreement, this must be reported using the relevant domain value.

When a CIS goes into arrears on a loan with multiple payment frequencies in place.

There is no data field or domain on the Central Credit Register to submit information on legal characteristics of loans or borrowers, such as bankruptcy, personal insolvency arrangements, or judgements. Such events are not reportable to the Central Credit Register.

However, a CIP must continue to report personal and contract data on the underlying loan, including repayment performance, while the loan is being reported as Active in the Contract Phase domain. A CIP may also be obliged to populate the Re-structure Event field and/or the Credit Status field, depending in the circumstances.

When the Contract Phase is amended to Closed, or Closed In Advance the CIP may also be obliged to update the Credit Status field, depending in the circumstances.

The Central Bank of Ireland cannot provide legal advice to CIPs as regards the application of bankruptcy or personal insolvency legislation; CIPs need to take their

own advice as to how their credit agreement with a borrower is impacted by any relevant legislation.

Your attention is drawn to the findings published by the Financial Services and Pensions Ombudsman at <https://www.fspo.ie/> In specific cases they have determined that a discharge from bankruptcy means the cancellation of the debt, and in specific circumstances (set out in their findings), they have not accepted a position put forward by a CIP that a liability still continues to exist following discharge from bankruptcy.

You may also wish to draw a borrowers' attention to their right to place an Explanatory Statement on their credit report. More information is available at <https://www.centralcreditregister.ie/borrower-area/publications/>

## What to report

The CIP must report the relevant domain value under the *Credit Status* data field.

**Table 4.6.4 Credit Status Domain Values**

<b>Credit Status Domain Value</b>	<b>Definition</b>
Not Applicable	There is no applicable value to report under Credit Status for this contract.
Guarantee/s Called	Where one or more guarantees held in respect of the credit agreement has been called in.
Legal Proceedings	Legal proceedings have been issued to enforce the terms and conditions of the credit agreement.
Non-Instalment Cancelled	Non-Instalment has been revoked and cannot be utilised by the CIS. (Relevant for Non Instalment records only).
Credit Card Revoked	The Credit Card has been revoked and cannot be utilised by the CIS. (Relevant for Credit Cards only).
Voluntary Surrender	The CIS has voluntarily surrendered assets held as security for this credit agreement.
Repossession	The CIP has repossessed assets held as security for this credit agreement.
Settlement	A settlement on the amount owing has been agreed with the CIS and the account is to be closed. To note: This status should not be used where a CIS has simply repaid a performing debt in advance of the maturity date.
Write-Off	A write-off has taken place that was not part of a settlement and the account is to be closed.

Irregular Instalment  
Payment Missed

The contract has the payment frequency 'Irregular Instalment' and is currently in arrears.

- Only one value can be reported in the Credit Status data field in any given month. Where two events occur in the same month, the later step taken should be reported e.g. where a CIP issues legal proceedings against a CIS and in the same month, the CIS voluntarily surrenders the asset held, the latter event only should be reported, i.e. *Voluntary Surrender*.
- There is a natural hierarchy to some of the domain values listed, e.g. *Legal Proceedings* is likely to precede *Repossession*, but there are no hierarchy reporting rules imposed; the CIP should select the appropriate domain value at each reporting date.
- When a guarantee has been called in, the CIP must reflect this using the *Guarantee/s Called* domain value. If the CIP issues legal proceedings against the borrower/s in the same month as they call in a guarantee held, the CIP should report *Legal Proceedings* for that month end.
- When the position has been regularised (i.e. the CIS has remediated or remedied the situation) the CIP should report the *Not Applicable* domain value at the next reporting date.
- When a CIP issues legal proceedings against a guarantor, this event is not reportable to the CCR.

### When to report

- Once the CIP has taken steps to recover the debt owing, the relevant domain value should be reported at the next reporting date.
- The CIP should continue to report the relevant domain value each month subsequently until a further step is taken, at which point the new domain value should be reported and so on OR until the position has been regularised.

**PLEASE NOTE:** Loans held by CISs that are subject to bankruptcy, judgment or insolvency service arrangement are reportable to the CCR unless there is a specific legal instruction not to do so.

**PLEASE NOTE:** An event of bankruptcy, judgment or insolvency arrangements is not reportable to the CCR. All other data relating to these loans must be reported.



## Sample Credit Status Reporting Scenarios

- 1. A CIS completes a bankruptcy process or personal insolvency arrangement. The CIP establishes that the CIS has no further liability for any remaining outstanding debt; and a sum of money has been written off.**

The CIP must change the Contract Phase to Closed In Advance (if it has been closed before its scheduled end date) or Closed (if the loan has closed on or after its scheduled end date). The CIP may need to populate the Credit Status field with *Write Off*, or *Settlement* if applicable.

- 2. A CIP cancels an overdraft, but within the same month subsequently agrees to continue to provide the overdraft.**

As at the reporting date, there is no relevant event to report and therefore the CIP should continue to report the *Not Applicable* domain value.

- 3. A CIS is in arrears for a short period of time and voluntarily surrenders possession of a property, held as security by the CIP.**

The CIP should report *Voluntary Surrender* at the next reporting date; there is no obligation to report *Legal Proceedings* first. To Note: If the CIS voluntarily surrenders possession of a property as part of a mortgage-to-rent scheme, the CIP should report *Voluntary Surrender* at the next reporting date.

- 4. A CIP issues legal proceedings against a CIS to recover the debt owed. The following month, the CIS and CIP agree to restructure the borrowings and a modified credit agreement is signed by the CIS and put in place. Within two months, the terms of the modified credit agreement are not being met and the CIP re-issues legal proceedings.**

Month 1: The CIP should report *Legal Proceedings* in the Credit Status data field at the next reporting date.

Month 2: The CIP should report *Not Applicable* in the Credit Status data field and report the relevant restructure under Restructure Event.

Month 4: The CIP should report the *Legal Proceedings* in the Credit Status data field again. Where it is certain that the restructured arrangement is no longer valid, the CIP should cease to report any value in the Restructure Event data field. All other relevant data fields should be updated.

**5. A CIP writes off the debt under a credit agreement internally, but continues to hold the CIS liable for the debt.**

If a CIP has written off an exposure, but is continuing to hold the CIS liable for the debt under the credit agreement even if the CIP is not in active pursuit thereof, the CIP must continue to report this credit agreement as an active contract on the CCR.

The CIP must only report *Write-Off* under the Credit Status data field where the account is to be closed, i.e. where the CIP is no longer holding the CIS liable for the debt under the credit agreement.

**6. At the end of a PCP contract, the CIS hands back the car to the CIP.**

There is no Credit Status value to report in this scenario.

The CIS does not own the asset and therefore this scenario should not be reported as a *Voluntary Surrender*. In addition, there is no write-off of funds owed by the CIS and therefore this scenario should not be reported as a *Write-Off*.

**7. A CIS exercises their right to return an asset under a Hire Purchase agreement under the 'half rule'<sup>13</sup>**

There is no Credit Status value to report in this scenario. CIPs should not report a value of *Settlement* in this scenario.

**8. A CIP has called in a guarantee held in respect of the credit agreement but has not commenced legal proceedings against the borrower.**

The CIP should report *Guarantee/s Called* in the month where a guarantor has been notified that their guarantee is to be called in/relied upon. There is no requirement to report *Legal Proceedings* in this scenario as legal proceedings have not been taken against the borrower.

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<sup>13</sup> The 'Half Rule' as described in the 'Rights of hirer to determine hire-purchase agreement' in the Consumer Credit Act 1995.

## 4.6.5 Closure of the contract

The Contract Phase data field is used to reflect a contract that has been closed (at the maturity date), or closed in advance (i.e. earlier than the maturity date).

### Scope of reporting obligation

When the debt owed under a contract has been repaid, refinanced or written off, the CIP should reflect this at the next reporting date on the CCR.

### What to report

- The closure of a credit agreement should be reported in the Contract Phase data field by selecting the domain value *Closed* if the contract has been closed at the maturity date or *Closed in Advance* if the contract has been repaid ahead of the maturity date.
- Where a CIS restructures the debt on an existing contract into a new contract, the CIP must report:
  - *Refinanced into new loan* under the Restructure Event data field of the original loan; and
  - *Closed in Advance* under the Contract Phase data field of the original loan.
- Where the closure of the credit agreement is as a result of a settlement, i.e. an agreement was made between the CIP and the CIS on the amount owing and the loan or account is to be closed, the CIP must reflect this by reporting the following:
  - *Settlement* under the Credit Status data field; and
  - *Closed in Advance* under the Contract Phase data field if the closure occurs earlier than the maturity date.
- Where the closure of the credit agreement is as a result of a write-off, i.e. a write-off has taken place that was not part of a settlement with the CIS, the CIP must reflect this by reporting the following:
  - *Write-Off* under the Credit Status data field; and
  - *Closed in Advance* under the Contract Phase data field if the closure occurs earlier than the maturity date.
- Where the closure of the credit agreement is as a result of the death of the CIS, the CIP must reflect this by reporting the following:
  - *Yes* under the Deceased Alert flag; and
  - *Closed in Advance* under the Contract Phase data field

- Where the closure of the credit agreement is the result of repayment of the loan when a CIS returns financed goods, the CIP must reflect this by reporting the following:
  - *Closed in Advance* under the Contract Phase data field if the closure occurs earlier than the maturity date.

### When to report

- The CIP should report the information to reflect the closed agreement at the next reporting date.

## 4.7 Data required for Central Bank use

Under the Act, the Central Bank may use data from the CCR in the performance of any of its functions.

The table below set out a description of data fields reportable by all CIPs, as relevant, specifically for Central Bank use. These data fields will not be included on credit reports to CIPs or CISs.

**Table 4.7.1 Data fields for Central Bank use reportable according to the specified requirements**

Data Field	Details of reporting obligation
Interest Rate Type	<p><b>Description</b></p> <p>The type of interest rate attached to the credit agreement, the Domain Values include: <i>Variable, Tracker Variable, Fixed Rate, Mixed Fixed (Majority Fixed), Mixed Variable (Majority Variable), Mixed Tracker (Majority Tracker)</i> etc.</p> <p><b>Scope of Reporting Obligation</b></p> <p>This data field is applicable to all CIPs and all contracts, other than certain Non-Instalment contracts that do not have an interest rate attached: <i>Invoice Discounting, Supply Chain Finance, Letter of Credit and Stocking Finance.</i></p> <p><b>Guidance on the reporting of Interest Rate Type</b></p> <ul style="list-style-type: none"> <li>• The domain values <i>Mixed Fixed (Majority Fixed), Mixed Variable (Majority Variable), Mixed Tracker (Majority Tracker)</i> must be reported where the interest rate provided is a weighted average interest rate where the majority of the current outstanding balance is on Fixed, Variable or Tracker respectively.</li> </ul> <p>Mixed domain values must NOT be reported where the interest rate type on a product is set to change after a period of time, e.g. a</p>

	<p>mortgage which starts on a fixed rate for 1 year moves to a variable rate subsequently. This is not a mixed rate and in this scenario the Interest Rate Type data field must be updated from the relevant fixed domain value to the relevant variable domain value in the month that this change occurs.</p> <ul style="list-style-type: none"> <li>• The domain values <i>Fixed Rate up to 1 year</i>, <i>Fixed rate between 1 and 5 years</i> and <i>Fixed rate greater than 5 years</i> should be reported to reflect the total fixation period of the credit agreement.</li> <li>• <i>Other Interest Rate Type</i> must only be reported where there is no other applicable value.</li> <li>• <i>Not applicable</i> must only be reported where there is no interest rate attached to the credit agreement.</li> </ul>
Interest Rate	<p><b>Description and Scope of Reporting Obligation</b></p> <p>There are two definitions for this field. The first definition only applies to banks with a prudential reporting obligation to the Central Bank. The second definition applies to all other CIPs.</p> <p><b>Definition 1:</b> Annualised Agreed Rate (AAR): The AAR is the interest rate that is individually agreed between a CIP and the CIS, converted to an annual basis and quoted in percentages per annum. The AAR is applied in cases where the interest payments that are agreed between the lender and the customer are capitalised at regular intervals within a year, for example per month or per quarter.</p> <p><b>Definition 2:</b> The current rate of interest charged on the debt owing under this credit agreement.</p> <p><b>Note in relation to contracts with multiple interest rates:</b></p> <p>For each instrument category that exists in the banking business of credit institutions, the interest rate should be compiled based on all interest rates applied to all the products that fit this category. For example, if an instrument category comprises three products, the CIP is required to report one interest rate for that instrument category, computed as a weighted average of the interest rates applied to the three products. In addition, the total amount of business for the category has to be submitted, i.e., the sum of the three products in this instance.</p>
Outstanding Payment Number	<p><b>Description</b></p> <p>This field represents the number of remaining payments to be made by the CIS to repay the loan.</p> <p>This calculation must take into account any payments past due which is calculated as follows:</p> <p>Contracts with Standard Payment Frequencies (<i>Daily, Weekly, Fortnightly, Monthly</i>)</p> <ol style="list-style-type: none"> <li>1. Amount Past Due/<b>Monthly Payment Due</b>.</li> <li>2. Round the calculated number down to the nearest whole number.</li> </ol>

	<p><b>No grace period</b> should be applied to the reporting of this field.</p> <p>Contracts with Non-Standard Payment Frequencies (<i>Quarterly, Annually, Bullet</i> etc. other than <i>Irregular Instalment</i>)</p> <ol style="list-style-type: none"> <li>1. Amount Past Due/Repayment Amount Due.</li> <li>2. Round the calculated number down to the nearest whole number.</li> </ol> <p><b>No grace period</b> should be applied to the reporting of this field.</p> <p><b>Scope of Reporting Obligation</b></p> <p>This field is reportable for all contracts other than contracts with a Payment Frequency of <i>Irregular Instalment</i>.</p>
<p>Amount Past Due</p>	<p><b>Description</b></p> <p>This field represents the current past due balance (cumulative amount of missed payments). It includes any interest or fee applied. A grace period <b>should not be applied</b> to the reporting of this field.</p> <p><b>Scope of Reporting Obligation</b></p> <p>This field is reportable for all contracts other than contracts with a Payment Frequency of <i>Irregular Instalment</i>.</p>
<p>Days Past Due</p>	<p><b>Description and Scope of Reporting Obligation</b></p> <p>This field captures the number of days past due on the contract as at the reporting date to the CCR. <b>No grace period</b> should be included in the value reported as this field.</p> <p>CIPs should use Definition 1 if they <b>are institutions within the scope of CRR 575/2013 (i.e. Capital Requirements Regulation)</b>. All other CIPs should use Definition 2.</p> <p><b>Definition 1:</b> Rules for reporting as under Article 178 of the CRR Regulation (EU) No. 575/2013, 2 (e): "Institutions shall have documented policies in respect of the counting of days past due, in particular in respect of the re-ageing of the facilities and the granting of extensions, amendments or deferrals, renewals, and netting of existing accounts. These policies shall be applied consistently over time, and shall be in line with the internal risk management and decision processes of the institution".</p> <p><b>Definition 2:</b> In accordance with the CIPs own policy regarding the counting of days past due.</p>
<p>Minimum Payment Indicator</p>	<p><b>Description</b></p> <p>This indicator is used in order to report if the payment was lower than the minimum (0), exactly the minimum (1), or above the minimum payment (2).</p>

	<p><b>Scope of Reporting Obligation</b></p> <p>This field is reportable for Credit Cards with minimum payments. A grace period <b>should not be applied</b> to the reporting of this field.</p>
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**Table 4.7.2 Data fields for Central Bank use reportable according to specified requirements**

Data Fields	Details of reporting obligation
Institutional Sector	<p><b>Description</b></p> <p>Borrowers are to be identified by their Institutional Sector, using the European System of Accounts sector classification and in accordance with Regulation (EU) No. 549/2013, Regulation EU No. 575.2013 and Regulation (EU) No. 1075/2013 of the European Central Bank (ECB 2013/40). The domain list for Institutional Sectors are set out in the Submission Manual.</p> <p><b>Scope of Reporting Obligation</b></p> <p>This field is reportable for all CIS types.</p> <p>CIPs should note the following in the reporting of this field:</p> <ul style="list-style-type: none"> <li>• Individuals who are consumers (only), i.e. not sole traders, must be reported as <i>'Households other than sole proprietors'</i>.</li> <li>• Sole Traders and Partnerships must be reported as <i>'Sole Proprietorships and Partnerships without legal status'</i>.</li> <li>• Incorporated and Unincorporated Charities must be reported as <i>'Non-profit institutions serving households'</i>.</li> </ul> <p>For all other borrower types, CIPs must report the most appropriate value from the domain list set out in the Submission Manual and in accordance with the requirements under the Regulations referenced and associated guidance maintained by the European Central Bank.</p>
Sector of Economic Activity	<p><b>Description</b></p> <p>Sector of Economic Activity is collected under a code called a NACE code. NACE is a Statistical Classification of Economic Activities developed in the European Community. NACE is an acronym derived from the French title</p>

	<p>'Nomenclature générale des Activités économiques dans les Communautés Européennes'.</p> <p>The level four NACE code is the preferred level to report. If the level four NACE code is not available level three or level two NACE code may be reported instead. The domain list for NACE code is set out in the Submission Manual. CIPs must report the most appropriate value from the domain list.</p> <p><b>Scope of Reporting Obligation</b></p> <p>This field is reportable for all CISs.</p>
<p>Employment: Employment Status</p>	<p><b>Description</b></p> <p>The employment status of the CIS. The domain list for Employment Status is set out in the Submission Manual.</p> <p><b>Scope of Reporting Obligation</b></p> <p>This data field is reportable for all Individuals, i.e. Consumers, Non Consumers and Sole Traders.</p>
<p>Employment: Occupation Category</p>	<p><b>Description</b></p> <p>The Occupation of the CIS. The domain list for Occupation Category is set out in the Submission Manual. The list is derived from the International Standard Classification of Occupations (ISCO-08, Volume 1). CIPs must select the most appropriate value from the domain list.</p> <p><b>Scope of Reporting Obligation</b></p> <p>This data field is reportable for all Individuals, i.e. Consumers, Non Consumers and Sole Traders.</p>
<p>Enterprise Size</p>	<p><b>Description</b></p> <p>The classification of enterprises by size, in accordance with the Annex to Commission Recommendation 2003/361/EC. The domain list for Enterprise Size is set out in the Submission Manual. CIPs must select the appropriate value from the domain.</p> <p><b>Scope of Reporting Obligation</b></p> <p>This data field is reportable, as applicable, for all CISs reported using the Company Record on the CCR.</p>



<p>Purpose of Credit Type</p>	<p><b>Description:</b></p> <p>This field is used to collect the classification of the contract according to its purpose. If the same contract is used for several purposes, the CIP must report the most relevant value or report as mixed purposes.</p> <p>The domain values for this field are set out below, and some descriptions align with the 'Purpose' data field reportable under AnaCredit<sup>14</sup>. Further information can be obtained from the AnaCredit Reporting Manual (Part II, Section 3.4.14) on the Central Bank's website.</p> <table border="1" data-bbox="384 645 1422 1883"> <thead> <tr> <th data-bbox="384 645 783 678"><b>Domain Value</b></th> <th data-bbox="783 645 1422 678"><b>Description</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="384 678 783 891">Residential real estate purchase</td> <td data-bbox="783 678 1422 891">"According to Article 4(1) (75) of Regulation (EU) No 575/2013, "residential property" means a residence which is occupied by the owner or the lessee of the residence."</td> </tr> <tr> <td data-bbox="384 891 783 1216">Commercial real estate purchase</td> <td data-bbox="783 891 1422 1216">"The value "commercial real estate purchase" is reported for instruments extended for the purpose of purchasing commercial property or investing in commercial property, including buildings and refurbishments thereof."</td> </tr> <tr> <td data-bbox="384 1216 783 1552">Margin lending</td> <td data-bbox="783 1216 1422 1552"> <p>Instruments in which an institution extends credit in connection with the purchase, sale, carrying or trading of securities.</p> <p>Margin lending instruments do not include other loans that are secured by collateral in the form of securities.</p> </td> </tr> <tr> <td data-bbox="384 1552 783 1883">Debt financing</td> <td data-bbox="783 1552 1422 1883">Financing of outstanding or maturing debt. This includes debt refinancing. If the instrument is extended for the purpose of debt financing, the value "debt financing" is reported, irrespective of the initial purpose for which the refinanced instrument was extended.</td> </tr> </tbody> </table>	<b>Domain Value</b>	<b>Description</b>	Residential real estate purchase	"According to Article 4(1) (75) of Regulation (EU) No 575/2013, "residential property" means a residence which is occupied by the owner or the lessee of the residence."	Commercial real estate purchase	"The value "commercial real estate purchase" is reported for instruments extended for the purpose of purchasing commercial property or investing in commercial property, including buildings and refurbishments thereof."	Margin lending	<p>Instruments in which an institution extends credit in connection with the purchase, sale, carrying or trading of securities.</p> <p>Margin lending instruments do not include other loans that are secured by collateral in the form of securities.</p>	Debt financing	Financing of outstanding or maturing debt. This includes debt refinancing. If the instrument is extended for the purpose of debt financing, the value "debt financing" is reported, irrespective of the initial purpose for which the refinanced instrument was extended.
<b>Domain Value</b>	<b>Description</b>										
Residential real estate purchase	"According to Article 4(1) (75) of Regulation (EU) No 575/2013, "residential property" means a residence which is occupied by the owner or the lessee of the residence."										
Commercial real estate purchase	"The value "commercial real estate purchase" is reported for instruments extended for the purpose of purchasing commercial property or investing in commercial property, including buildings and refurbishments thereof."										
Margin lending	<p>Instruments in which an institution extends credit in connection with the purchase, sale, carrying or trading of securities.</p> <p>Margin lending instruments do not include other loans that are secured by collateral in the form of securities.</p>										
Debt financing	Financing of outstanding or maturing debt. This includes debt refinancing. If the instrument is extended for the purpose of debt financing, the value "debt financing" is reported, irrespective of the initial purpose for which the refinanced instrument was extended.										

<sup>14</sup> For further information on AnaCredit: <https://www.centralbank.ie/statistics/statistical-reporting-requirements/anacredit-in-ireland>

	<p>The value “debt financing” is not used when the terms and conditions of the instrument are modified as a consequence of forbearance measures. In this case, the original purpose remains unchanged. Debt financing covers cases in which the debtor is “switching” creditors as well as cases in which the debtor is extending an expiring credit agreement, for example working capital finance, or to gain access to more favourable financing conditions, such as lower interest rates.</p>
Imports/Exports	<p>Definition: Financing of goods and services (purchases, barter and/or gifts) from non-residents to residents/residents to non-residents.</p>
Construction Investment	<p>Financing of construction of buildings, infrastructure and industrial facilities.</p>
Working capital facility	<p>Financing the cash flow management of an organisation.</p>
Other purposes	<p>Other purposes not included in any of the categories listed in this domain table.</p>
Mixed purposes	<p>A combination of more than one of the categories listed in this domain table.</p>
Education	<p>Stated purpose is to pay for education including student loans or loans drawn down by parents to pay for their children's education or where the lender loan product is education or student loan, and is the purpose of more than 75% of the value of the loan.</p>
Home Improvement	<p>Stated purpose is to pay for home improvements, including for home environmental improvement or to enhance</p>

	<p>energy efficiency, and is the purpose of more than 75% of the value of the loan.</p> <p><b>Auto</b></p> <p>The term 'auto' should refer to cars or light motor vehicles, i.e. new and used vehicles with a weight not exceeding 3.5 tons. Category should correspond to vehicles as described by NACE sector 45.11. This category should be chosen if more than 75% of the value of the loan is for that purpose.</p> <p><b>Short-term indirect credit</b></p> <p>Indirect credit agreement for the exclusive purpose of purchasing goods or services provided by a supplier, which are often granted free of interest and without any other charges, with a term of 100 days or less (100 days or less from the contract start date to maturity date), e.g. BNPL.</p> <p><b>Other indirect credit</b></p> <p>Indirect credit agreement for the exclusive purpose of purchasing goods or services provided by a supplier, which are often granted free of interest and without any other charges, with a term of greater than 100 days (more than 100 days from the contract start date to maturity date), e.g. BNPL.</p> <p><b>Residential Speculative Investment Development</b></p> <p>The buying and/or developing of land zoned for residential property which is not pre-sold or pre-let. This includes the buying of residential property which is not pre-sold or pre-let. Projects where in excess of 75% of floor-space is residential real estate should be included here. Lending related to brown field residential real estate sites with no guaranteed rental income is included here.</p> <p><b>Office Speculative Investment Development</b></p> <p>The buying and/or developing of land zoned for office commercial property which is not</p>
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	<p>pre-sold or pre-let. This includes the buying of office commercial property which is not pre-sold or pre-let. Projects where in excess of 75% of floor-space is office commercial real estate should be included here. Lending related to brown field commercial real estate sites with no guaranteed rental income is included here.</p> <p><b>Retail Speculative Investment Development</b></p> <p>The buying and/or developing of land zoned for retail commercial property which is not pre-sold or pre-let. This includes the buying of retail commercial property which is not pre-sold or pre-let. Projects where in excess of 75% of floor-space is retail commercial real estate should be included here. Lending related to brown field commercial real estate sites with no guaranteed rental income is included here.</p> <p><b>Industrial Speculative Investment Development</b></p> <p>The buying and/or developing of land zoned for industrial commercial property which is not pre-sold or pre-let. This includes the buying of industrial commercial property which is not pre-sold or pre-let. Projects where in excess of 75% of floor-space is industrial commercial real estate should be included here. Lending related to brown field commercial real estate sites with no guaranteed rental income is included here.</p> <p><b>Mixed Commercial Speculative Investment Development</b></p> <p>The buying and/or developing of land zoned for mixed (office/ retail/ industrial) commercial property which is not pre-sold or pre-let. This includes the buying of mixed (office/ retail/ industrial) commercial property which is not pre-sold or pre-let. Lending related to brown field commercial real estate sites with no guaranteed rental income is included here.</p>
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	<p>Mixed Speculative Investment Development</p> <p>Residential Investment Development</p> <p>Office Investment Development</p> <p>Retail Investment Development</p>	<p>The buying and/or developing of land zoned for mixed commercial and residential real estate property which is not pre-sold or pre-let. This includes the buying of mixed commercial and residential real estate which is not pre-sold or pre-let. Lending related to brown field real estate sites with no guaranteed rental income is included here.</p> <p>The buying and/or development of land zoned for residential property which is pre-let or pre-sold. This includes the buying of residential property which is pre-sold or pre-let. Projects where in excess of 75% of floor-space is residential real estate should be included here. Lending related to brown field residential real estate sites with contracted rental income is included here.</p> <p>The buying and/or development of land zoned for office commercial property which is pre-let or pre-sold. This includes the buying of office commercial property which is pre-sold or pre-let. Projects where in excess of 75% of floor-space is office commercial real estate should be included here. Lending related to brown field commercial real estate sites with contracted rental income is included here.</p> <p>The buying and/or development of land zoned for retail commercial property which is pre-let or pre-sold. This includes the buying of retail commercial property which is pre-sold or pre-let. Projects where in excess of 75% of floor-space is retail commercial real estate should be included here. Lending related to brown field commercial real estate sites with contracted rental income is included here.</p>
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	<p>Industrial Investment Development</p> <p>Mixed Commercial Investment Development</p> <p>Mixed Investment Development</p> <p>Other Real Estate Activities</p>	<p>The buying and/or development of land zoned for industrial commercial property which is pre-let or pre-sold. This includes the buying of industrial commercial property which is pre-sold or pre-let. Projects where in excess of 75% of floor-space is retail industrial real estate should be included here. Lending related to brown field commercial real estate sites with contracted rental income is included here.</p> <p>The buying and/or developing of land zoned for mixed (office/ retail/ industrial) commercial property which is pre-sold or pre-let. This includes the buying of mixed (office/ retail/ industrial) commercial property which is pre-sold or pre-let. Lending related to brown field commercial real estate sites with contractual rental income is included here.</p> <p>The buying and/or developing of land zoned for mixed residential and commercial property which is pre-sold or pre-let. This includes the buying of mixed commercial and residential real estate which is pre-sold or pre-let. Lending related to brown field residential and commercial real estate sites with contractual rental income is included here.</p> <p>Funds advanced for the purchase of zoned land with the intention of seeking planning permission to build residential developments, commercial developments, or mixed developments. Also includes funds advance for the purchase of unzoned land with the intention of seeking planning permission to build residential, commercial or mixed developments. Lending related to</p>
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	<p>green field zoned real estate with no guaranteed rental income is included here.</p> <p><b>Scope of Reporting Obligation</b></p> <p>This data field is applicable to all CIPs and all contracts, other than Credit Card contracts.</p>
<p>Exposure Class</p>	<p><b>Description:</b></p> <p>The classification of the exposure in line with CRR/CRD IV IRB exposure classes.</p> <p>Within the corporate asset class:</p> <p><b>Real estate related exposures</b> are those relating to the sales and/or letting of residential or commercial property; Other corporate refers to exposures in the COREP class Corporate which are neither SME nor Specialised Lending.</p> <p>Within the retail exposure class secured by real estate property:</p> <p><b>Owner Occupier</b> refers to loans secured on residential real estate occupied by the owner.</p> <p><b>Buy-to-let</b> refers to loans secured on residential real estate rented from the owner by a third party.</p> <p><b>Scope of Reporting Obligation:</b></p> <p>All CIS are in scope for this reporting obligation, as applicable, i.e. where there is a contract that falls under the description above. The domain values are set out in the Submission Manual.</p>

**Appendix I: Personal Information reportable to the CCR**

<b>Personal Information</b>	<b>Individual – Consumer, Non Consumer</b>	<b>Individual –Sole Trader</b>	<b>Groups of Individuals (Partnerships, Clubs etc.) and Legal Entities</b>
Record Type	✓	✓	✓
Provider Code	✓	✓	✓
Secondary Provider Code	✓	✓	✓
CIS Reference Date	✓	✓	✓
Provider CIS No.	✓	✓	✓
Forename	✓	✓	
Surname	✓	✓	
Gender	✓	✓	
Date of Birth	✓	✓	
Deceased Alert	✓	✓	
Address	✓	✓	✓
Eircode*	✓	✓	✓
Identification Type	✓	✓	✓
Identification Number	✓	✓	✓
Contact Type	✓	✓	✓
Contact Value	✓	✓	✓
Institutional Sector	✓	✓	✓
Sector of Economic Activity	✓	✓	✓
Employment Status	✓	✓	
Occupation Category	✓	✓	
Sole Trader Name		✓	
Entity Legal Name			✓
Entity Trading/Business Name			✓
Entity Form			✓
Enterprise Size			✓



To note: \*Eircode is expected to be reported to the CCR if collected by the CIP from the CIS or recorded on their system. An error will be generated if an invalid Eircode format is reported to the CCR.

**Appendix II: Credit Information reportable by all CIPs as applicable**

<b>Credit Information</b>	<b>Instalment</b>	<b>Non Instalment</b>	<b>Credit Card</b>
Record Type	✓	✓	✓
Provider Code	✓	✓	✓
Secondary Provider Code	✓	✓	✓
Contract Reference Date	✓	✓	✓
Provider CIS No.	✓	✓	✓
Role of CIS	✓	✓	✓
Consumer Flag	✓	✓	✓
Provider Contract No.	✓	✓	✓
Product Type	✓	✓	✓
Contract Phase	✓	✓	✓
Credit Status	✓	✓	✓
Currency	✓	✓	✓
Original Currency	✓	✓	✓
Start Date	✓	✓	✓
Maturity Date	✓	✓	✓
Contract End Actual Date	✓	✓	✓
Restructured Event	✓	✓	✓
Interest Rate Type	✓	✓	✓
Interest Rate	✓	✓	✓
Credit Limit/ Financed Amount	✓	✓	✓
Total Number of Planned Payments	✓		
Payment Frequency	✓		✓
Payment Method	✓		✓
First Payment Date	✓		

Next Payment Date	✓		✓
Next Payment Amount	✓		✓
Outstanding Payments No.	✓		
Outstanding Balance	✓	✓	✓
Number of Payments Past Due	✓		✓
Amount Past Due	✓		✓
Days Past Due	✓		✓
Charged Amount			✓
Last Charge Date			✓
Min. Payment Indicator			✓
Min. Payment Percentage			✓
Payment Made	✓		✓
Payment Made Date	✓		✓
Reorganised Credit	✓	✓	✓
Repayment Type	✓		
Purpose of Credit Type	✓	✓	
Exposure Class	✓	✓	
Multi-Option Facility Link Code	✓	✓	✓
Security Type	✓	✓	✓

# Chapter 5

## Access to the CCR

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### 5.1 Introduction

Under the Act and associated regulations, obligations to access the CCR arise where a *CIS* has made a *relevant credit application* to a CIP. These terms are explained in Chapter 2.

The purpose of this chapter is to provide guidance to CIPs to assist them in meeting their obligations regarding their duty to access the CCR and on using their powers to access the CCR. Guidance is also provided on the obligation on the CIP to maintain a record of access to the CCR.

### 5.2 Chapter Structure

The guidance in this chapter is presented under the following headings:

#### 5.3 Rules of enquiry

Under Section 14 of the Act, the CIP has a **duty** to access the CCR for any relevant credit application.

Under Section 15 of the Act, the CIP has the **power** to access the CCR for a credit application for less than €2,000 or to assess a proposal for a guarantee or indemnity offered with a credit application.

In addition, Section 15 of the Act gives the CIP the **power** to access the CCR when a CIS has made a request to change the nature or term of the credit agreement or when a CIS has failed to comply with an obligation under the credit agreement.

Further guidance on the application of these powers and duties is set out in this section.

#### 5.4 Information to be reported to the CCR at enquiry

This section sets out the personal and credit information to be submitted when making an enquiry on the CCR and the associated data quality requirements.

This section also provides guidance on making an enquiry in respect of a credit application for a Multi Option Facility.

## 5.5 Purposes for which information may be used

The purposes for which information obtained through an enquiry may be used are explicitly set out in the Act and are elaborated on further in this section.

## 5.6 Retaining a record of access to the CCR

A CIP must retain evidence of each enquiry, whether in accordance with a duty or in exercising a power, on the CCR for a period of 5 years. Guidance on this obligation is provided in this section.

**PLEASE NOTE:** The technical specification for accessing the CCR is set out in the CCR Enquiry A2A Manual and the Web User Interface Enquiry Manual.

**PLEASE NOTE:** CIPs must be submitting data to the CCR according to the requirements of the Act and the CCR reporting rules (or have satisfactorily completed submission testing if the CIP has not yet commenced the provision of credit) and have satisfactorily completed Enquiry testing, before they will be permitted to make an application to access the CCR.

## 5.3 Rules of enquiry

### 5.3.1 Duty to access the CCR for credit applications

When a person makes an application for credit to a CIP for €2,000 or more (i.e. a relevant credit application), the CIP must make a new application enquiry (NAE) on the CCR in respect of that person.

A credit application is an application for credit made to the CIP and completed in accordance with the application processes of the CIP. Each CIP must decide upon its own credit application processes and what is a completed application.

The CIP must make the enquiry on the CCR prior to making a decision whether to grant the credit sought in the credit application. The CIP is however not required to make an enquiry on the CCR in two scenarios:

Where the CIP has **already made a decision to reject the request for credit**, i.e. the CIP has rejected the CIS's application for credit prior to completing its own credit application process; or

If the CIP has **already made an enquiry on the CIS record on the CCR in the 7 days** before the relevant credit application was made.

### 5.3.1.1 Duty to access the CCR for a credit application for a group of individuals

It is the responsibility of each CIP to determine who the appropriate person is, in a relevant credit application to the CIP, for the purposes of accessing information on the Register in accordance with section 14(1) of the Act. Where a CIS is an unincorporated body of persons (which may include a partnership, club or association, for example), the CIP must consider its obligation under section 14(1) of the Act in respect of the CIS.

The CIP should consider section 14(1) of the Act and adopt the appropriate interpretation in respect of the relevant credit application. It may be that CIPs can determine this by reference to the contractual, or proposed contractual arrangements, in respect of a credit application. CIPs should identify the person who the relevant credit application was made by. This should be determined consistently with the application itself. This determination must be consistent with the fact that a CIS will have been identified and that identity verified in complying with the Act and regulations made thereunder. This determination must also be consistent with the fact that a CIS making a credit application will have been identified where there is a requirement to provide information to the Register.

CIPs are reminded also of the purposes, set out in section 16 of the Act, for which a CIP may use information on the Register accessed as a result of an application relating to a person who has made a relevant credit application and which includes, *inter alia*, evaluating any risk arising from the affording or extending of credit to, or the taking of a guarantee or indemnity from, a CIS. The Bank expects CIPs to use information accessed as a result of an application under section 14(1) only for those purposes and therefore to identify the CIS consistently with those purposes.

Therefore, if it is appropriate and consistent to apply to access information held on the Register relating to the person as an individual, the CIP must do so.

Where in doubt, the CIP may wish to seek legal advice.

The following two scenarios set out the impacts of making an enquiry in respect of:

1. the unincorporated entity itself
2. the group of individuals making the credit application in the name of the unincorporated body

**Example 1: Where the CIP determines that the person in the credit application is the unincorporated body itself, e.g. a GAA Club, property partnership etc.**

- The CIP must make the enquiry in respect of the unincorporated body.
- The credit report returned will include any loans under the name of the unincorporated body.
- The credit report of the unincorporated body will include a footprint reflecting the enquiry made by the CIP in respect of that credit application.
- The CIP will not see the credit records of the persons that made the credit application on behalf of the unincorporated body and their credit record will not be impacted.

**Example 2: Where the CIP determines that the persons in the credit application are the individuals applying under the name of the unincorporated body.**

- The CIP must make the enquiry in respect of those individuals.
- The credit reports returned will include all loans under the names of the individuals that made the credit application.
- The credit report of these individuals will include a footprint reflecting the enquiry made by the CIP in respect of the credit application for the unincorporated body.
- If a loan is granted by the enquiring CIP: It will not be apparent to another CIP looking at the individuals' credit reports that the loan reported relates to a loan to an unincorporated body that this individual is involved with. The individual's credit report will simply reflect that the individual is a co-borrower in respect of the loan.

CIPs may wish to have regard to GDPR and consider if it is necessary and proportionate to process personal information in respect of enquiring on individuals in this scenario.

**PLEASE NOTE:** In the event that a CIP cannot access a credit report from the CCR, the CIP must satisfy itself and be able to demonstrate to the Central Bank that it has made reasonable efforts to make a valid application to access the CCR. This should include the resolution of any IT issues on the CIP's system.

Credit agreements for €2,000 or greater on the database that do not have a corresponding credit application will be identified. CIPs will need to be able to demonstrate to the Central Bank in respect of records of this nature, that reasonable efforts to access the CCR have been made, in exceptional circumstances where the CIP is unable to access a credit report. CIPs may wish to retain records of their efforts to access the CCR in these circumstances, such as screenshots of error messages.

It is expected that it will only be in limited exceptional circumstances, where a CIP is unable to access a credit report from the CCR. For example, if a CIP receives a multi-match error when accessing the CCR, the CIP must contact CIP Support to resolve the issue giving rise to the error and retrieve a credit report.

### Enquiry Questions

**1. If a CIS has an existing overdraft of €500 and wishes to increase this to €2,000, does the CIP have a duty to access the CCR in respect of this new credit application?**

Yes. As the amount sought by the CIS in the credit application is €2,000, this is a relevant credit application.

**2. Where a CIS who is a longstanding customer of a CIP, seeks an increase of their existing overdraft of €2,000 to €3,000, does the CIP have a duty to access the CCR in respect of this new credit application?**

Yes. As the amount sought by the CIS in the credit application is €3,000, this is a relevant credit application. If the CIP accessed the CCR in respect of any credit application made by that CIS, in the previous 7 days, the CIP does not need to access the CCR again in respect of this credit application.

**3. If a CIS with an overdraft of €2,000 which is about to expire, requests a continuation of the overdraft facility for a further year, does the CIP have a duty to access the CCR in respect of this request?**

Yes. As the amount sought by the CIS in the credit application is €2,000, this is a relevant credit application.

## 5.3.2 Power to access the CCR

### Credit applications

A CIP has the power, but not a duty, to access the CCR in respect of credit applications in the following circumstance:

- A CIS makes an application for credit for an amount less than €2,000.
- A CIS offers to provide a guarantee in respect of a credit application for €500 or greater, from 01 February 2025.

**PLEASE NOTE:** Access to the CCR is not permitted in respect of a CIS requesting a quotation from a CIP.

**PLEASE NOTE:** Where the CIS is guaranteeing a loan, the following contract data fields for the guaranteed loan will be returned on the CIP credit report: Product Type, CCR Contract Code, Provider Contract No., Contract Phase, Start Date, Role of CIS, Maturity Date, Financed Amount, Credit Limit, Payment Frequency, Payment Method, Security Type, Original Currency and Consumer Flag.

### Existing credit agreements

A CIP also has the power, but not a duty, to access CIS records (Borrower, or Guarantor) on the CCR in respect of credit agreements upon the occurrence of the following events, during the life cycle of the credit agreement:

**One or all CIS makes a request to change the nature or term of a credit agreement**

**One or all CIS makes a request to change the nature or term of a guarantee**

The CIP can access the CCR at any point while considering a request for a restructure from the CIS(s). Once the CIP makes a decision whether or not to put the restructure in place with the CIS(s), the CIP no longer has power to access the record of the CIS(s).

**The CIS fails to comply with the following obligations under a credit agreement:**

- Where a CIS misses a scheduled payment on their credit agreement (Instalment or Credit Card).
- Where a CIS exceeds the credit limit on their credit agreement (Non Instalment or Credit Card) with that CIP.
- Where a CIS fails to honour their obligations under a guarantee.



The CIP can access the CCR at any point while the CIS is in arrears or in breach of the credit limit. Once the CIS clears the arrears or brings the outstanding balance within the credit limit, the CIP no longer has power to access the record of the CIS.

## 5.4 Information to be reported to the CCR at Enquiry

There are two types of enquiry that a CIP can make on the CCR:

A new application enquiry (NAE), which is made when a CIS makes a credit application with a CIP or when a CIS offers to provide a guarantee in respect of a credit application; and

A monitoring enquiry (ME), which is made when a CIS seeks a restructure of their credit agreement or misses a scheduled payment (Instalment, Credit Card) or exceeds the limit on their credit agreement (Non Instalment, Credit Card).

### 5.4.1 New Application Enquiry

**Subject data** must be reported on an accurate, complete and up to date basis to the CCR when making a new application enquiry to enable the CCR to produce a Single Borrower View:

#### Enquiry Subject Data: Individual

Forename	Address: County
Surname	Address: Postal Code
Gender	Address: Country
Date of Birth	Address: Eircode
Address: Type	Identification: Type (e.g. PPSN)
Address: Full Address	Identification: Value
Address: Address Line1	Contact: Type
Address: Address Line2	Contact: Value
Address: City/Town	

### Enquiry Subject Data: Non Individual/Company

Entity Form (e.g. DAC, Partnership, Club etc.)	Address: County
Entity Legal Name (reported for a DAC, PLC etc.)	Address: Postal Code
Entity Business Name (reported for a partnership, club, association etc.)	Address: Country
Address: Type	Address: Eircode
Address: Full Address	Identification: Type (e.g. CRO No.)
Address: Address Line1	Identification: Value
Address: Address Line2	Contact: Type
Address: City/Town	Contact: Value

**PLEASE NOTE:** The CIP should consult the A2A Enquiry Manual for the technical requirements for making an enquiry on the CCR.

The CIP must also report key **contract data fields** when making a new application enquiry

Enquiry Contract Data
Contract Request Date
Consumer Flag
Role of CIS
Credit Limit/Credit Amount Sought
Product Type
Purpose of Credit Type

Credit data collected as part of a new application enquiry will be retained on the CCR for a period of six months following the enquiry. The footprint of the new application enquiry is visible on the credit report produced for CISs for a period of five years, and for a period of two years on the credit report produced for CIPs. The footprint includes the date and purpose of the enquiry and whether the CIS was a borrower, co-borrower or guarantor; the name of the enquiring CIP will be contained on the credit report produced for CISs only.

**PLEASE NOTE: CIPs must ensure that the information submitted to the CCR is accurate, complete and up to date.**

When a CIP inputs data to make an enquiry on the CCR and a credit report is retrieved, the data submitted is stored on the record of the relevant CIS.

If the CIP inputs inaccurate data to the CCR, e.g. incorrect Address or does not supply all required data, e.g. Contact Type/Value, this will create duplicate CISs in the CCR and will directly impact on the ability of CIPs to quickly retrieve a complete credit report and may therefore impact their ability to advance credit in a timely manner. The responsibility rests with the CIP to ensure the accuracy and completeness of the data submitted.

Where the Central Bank finds evidence of non-compliance with data quality obligations, enforcement options will be considered. See Chapter 11 for details of the CCR Enforcement regime.

Separately, the CIP may wish to consider any data protection impacts that arise from reporting inaccurate, incomplete or out of date personal data to the CCR.

#### 5.4.1.1 Making an Enquiry in respect of a credit application for a Multi Option Facility

The table below summarises the use of the enquiry function in managing a Multi Option Facility (MOF) from its initial application to closure.

MOF Status	Update process
New Application	When making a new application enquiry in respect of an application for credit for a MOF, the CIP inputs the required subject and contract data fields <sup>15</sup> . Once an MOF application has been submitted via a New Application Enquiry (NAE), its Contract Phase is set to <b>“Requested”</b> .
Approval	Following the submission of an MOF to the CCR via a NAE, if the application is approved, the CIP must report the MOF Link Code for the MOF and update the Contract Phase of the MOF from <b>“Requested”</b> to <b>“Approved”</b> . This update process must be performed by using the Application Update Enquiry (AUE) function.

<sup>15</sup> See Chapter 2 of the A2A Manual: Section 2.3.2.2 for technical information on the management of Multi Option Facilities

Closure	When the facilities under the MOF have been closed and there are no further facilities to be drawn under the MOF, the CIP must reflect this by updating the Contract Phase of the MOF to <b>"Closed"</b> via the AUE function.
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### 5.4.2 Monitoring Enquiry

Monitoring enquiries are performed for existing credit agreements when a CIS has failed to meet any obligation under the credit agreement or a CIS has requested a restructured arrangement. In order to carry out the monitoring enquiry the CIP must provide the **'Enquiry Subject Data'** as set out in the tables above or the CCR CIS ID. No credit information is reportable as part of performing a monitoring enquiry.

The footprint of the monitoring enquiry is visible on the credit report produced for CISs for a period of five years, and for a period of two years on the credit report produced for CIPs. The footprint includes the date and purpose of the enquiry and whether the CIS was a borrower, co-borrower or guarantor; the name of the enquiring CIP will be contained on the credit report produced for CISs only.

**PLEASE NOTE:** Guidance on the use of PPSN is set out in Chapter 10

## 5.5 Purposes for which information may be used

### 5.5.1 Credit Application Enquiry

A CIP is permitted to use the information obtained from the CCR as part of a New Application Enquiry for the following purposes only:

*To verify the credit information that the CIS has provided in connection with the credit application.* This will involve verifying information provided by the CIS on the performance of existing credit agreements reported to the CCR (both active and closed) and verifying information on other credit applications that have been reported to the CCR.

*To evaluate any risk that may arise from providing credit to the CIS.* In the context of the overall risk assessment, the credit history information obtained from the CCR will form one part of this assessment.

*To evaluate any risk that arises from the taking of a guarantee or indemnity from a CIS.* The information obtained from the guarantor's record on the CCR will form one part of this risk assessment.

## 5.5.2 Monitoring Enquiry

A CIP is permitted to use the information from the CCR for the following purposes only:

Information obtained by the CIP from the CCR as part of a Monitoring Enquiry when a CIS misses a scheduled payment or breaches a credit limit, may only be used for the purpose of monitoring this failure to comply with obligations under the credit agreement.

Information obtained from the CCR as part of a Monitoring Enquiry when a CIS requests a restructure may only be used for the following purposes:

- Evaluating any risk arising from any changes to the nature or term of a credit agreement, or to a guarantee or indemnity given in connection with a credit agreement.
- Evaluating whether to make any proposal or arrangement with respect to the debts of a CIS in circumstances in which a CIS has made a request for such an evaluation to be made.

## 5.6 Record of Access

### 5.6.1 Legislative requirements

A CIP must keep a record for 5 years of each occasion they were given access to information on the CCR, under sections 14 or 15 of the Act (which includes access by way of new application and monitoring enquiries).

If requested by the Central Bank, the CIP must provide the Central Bank with a record of any occasion they were given access to information on the CCR, under sections 14 or 15 of the Act.

### 5.6.2 Guidance

A CIP must keep a record of each time access is gained to the CCR.

The type of information that may be sought could include the following:

- Provider Code
- Provider CIS No.
- Provider Contract No.
- Date and time access was requested

- Identity of the user accessing the CCR
- Purpose of the application for access, i.e. New Application Enquiry or Monitoring Enquiry.

This record must be available to provide to the Central Bank when required to do so.

**PLEASE NOTE:** Access to the CCR will be monitored and CIPs may be asked to provide records of access to confirm that enquiries made were for a permitted purpose.

# Chapter 6

## Amending Data on the CCR

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### 6.1 Introduction

The Act and associated regulations place a requirement on CIPs to take all reasonable steps to ensure the accuracy of personal and credit information provided to the CCR and to inform the CCR of any changes to the information of which it becomes aware. The Act sets out the steps to be undertaken where an application to amend inaccurate, incomplete or not up to date information is received by the CCR from a CIP or CIS. The Act also provides the associated timelines and consequences of the CCR making a decision to amend or not to amend on foot of the application, including various notifications to CIPs and CISs that may arise from any such decision.

The purpose of this chapter is to:

1. Outline the scope of the Amendment Process and describe the steps involved in applying for an amendment;
2. Provide guidance on the process to update data when an application to amend is not required.

### 6.2 Amendment Process

#### 6.2.1 Description

The Amendment Process is a process for the correction of data relating to credit agreements on the CCR and the subsequent notification of this correction to relevant CISs and CIPs.

#### 6.2.2 Scope of Data included in the Amendment Process

All data relating to credit agreements must be corrected through the Amendment Process. The process for correcting credit application data and personal data is described in sections 6.6 and 6.7.

The Amendment Process must be followed if the data is:

- associated with a credit agreement;

*and was either*

reported to the CCR inaccurately; or

not reported to the CCR for a period of time i.e., a correct present and historic position were reported to the CCR but some data is missing in between (there is a gap in information).

### 6.2.3 Amendment Process Steps

#### How a CIP makes an application to the CCR to amend data:

**1.** If:

A. CIP identifies an error/gap in the data previously reported; or

B. a CIS contacts a CIP directly requesting a correction to data previously reported,

the CIP must make an application in writing to the CCR, as soon as possible and prior to the next reporting date.

**2.** This application must be made to advise that amended data is being submitted to the CCR. The CIP should provide the following information regarding the amendment:

A. the number of affected records;

B. the relevant Provider Contract numbers; and

C. a brief outline of the type of amendment.

**3.** In parallel with making this application to the CCR, the CIP should provide the corrected data via the secure submission channel and the appropriate Submission File;

**4.** Where an error is present in the contract data the CIP must submit a Submission File Type 1. Where there is a gap in the contract data the CIP must submit a Submission File Type 2. The Submission Manual provides the technical specifications for each type of Submission File;

**5.** The Submission File(s) will be processed and if any errors are detected, the CIP will be notified through the normal process.

**6.** Where it is necessary to first delete contract data and then resubmit it, the CIP must<sup>16</sup> use the Deletion of Records file type. The Deletion of Records file will be processed and if any errors are detected, the CIP will be notified through the normal process.

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<sup>16</sup> Use of the Deletion of Records file type will be mandatory from 1 October 2024



A CIS may contact the CCR directly to seek an amendment. The CCR will encourage the CIS to contact the CIP who contributed the data in question directly however the CIS may also choose to effect the amendment through the CCR. In this scenario the relevant CIP who contributed the data in question will be contacted by the CCR. An outline of this process and timeline is detailed below.

### **How a CIS makes an application to the CCR to amend data:**

- 1.** The CCR will advise the CIS of the process to amend data and how to submit an application in writing;
- 2.** On receipt of an application, the CCR will verify the identity of the CIS;
- 3.** The CCR will check if it has processed the relevant data on the CCR correctly;
- 4.** Once the CCR is satisfied that the data was processed correctly, the CCR will next contact the relevant CIP and supply them with the application for amendment and supporting information received by the CIS. If the CCR is not satisfied that the data was processed correctly, the CCR will resolve the issue itself;
- 5.** The CIP must review the amendment sought, check its own records and confirm whether an amendment to the CCR is necessary;
- 6.** If further investigations or clarifications are required, the CCR may, at its discretion, extend the total time available to effect changes on the CCR to not more than 40 days from when an application to amend was received from the CIS. The CIS will be informed after 20 days whether or not a decision has been made or if further time is required;
- 7.** If the CIP decides to amend the data the CIP must then complete the process described above "**How a CIP makes an application to the CCR to amend data**", steps 2 – 5 apply;
- 8.** The CCR will notify the CIS that the amendment request has been completed.

#### **CIS Report during the Amendment Process**

##### **PLEASE NOTE:**

During the period when the request from the CIS is being processed, the CCR will add a note to the record of the relevant CIS which will state that the data relating to the relevant contract is under review.

This note will be visible to any person that accesses the CIS record during this time.

## 6.3 Where a CIS Request for Amendment is not processed

Where a CIP does not agree with the amendment sought by a CIS and does not initiate an amendment, the CIP must confirm this to the CCR as follows:

This confirmation must be provided to the CCR within 15 days of receipt of the application for amendment from a CIS;

- If this timeframe is not sufficient for the CIP to investigate the application sufficiently, the CIP must contact the CCR and request an extension;
- The maximum period of time for the investigation of the application will be a total of 40 days from the date on which an application is received from a CIS. The CCR may grant an extension at its discretion and reserves the right to allow sufficient time for it to consider any additional information provided by a CIP in granting any extension.

In this instance, the CCR will advise the CIS of the decision not to amend and will remove the note against the relevant credit agreement on the CIS record at this point.

The CCR will offer the following assistance to the CIS in this situation:

Relay why the amendment is not being processed by the CIP and recommend discussing the relevant information with the CIP further;

Provide assistance to the CIS with adding an Explanatory Statement to their record on the CCR;

Provide information in respect of further steps the CIS could undertake such as engaging with the Data Protection Commission or the Financial Services and Pensions Ombudsman.

## 6.4 Notification of Amendments

When data is amended on the CCR via the Amendment Process, the Act envisages the notification of the amendment being issued to the following parties:

The CIS to whom the data relates;

Any other CISs that are party to the underlying credit agreement;

The CIP that provided the credit agreement and submitted data in question; and

CIPs that made an enquiry in the 12 months prior, or since the incorrect information was entered on the CCR if later.

The practical implementation of these provisions, as outlined below, takes cognisance of privacy concerns and the existing data protection rights of the CIS embedded in national and European legislation.

### 6.4.1 Scope of Notifications

When an amendment is made to the performance data fields set out in the table below, a notification will be generated.

**Table 6.4.1 Performance data fields that trigger a notification**

<b>Instalment Record Type</b>	<b>Non Instalment Record Type</b>	<b>Credit Card Record Type</b>
Outstanding Balance	Outstanding Balance	Outstanding Balance
Credit Status	Credit Status	Credit Status
No. Payments Past Due	Credit Limit	Credit Limit
Restructure Event	Restructure Event	No. Payments Past Due
	Overdraft Excess	

## 6.4.2 Notification Issue

The matrix below determines who will receive a notification from the CCR regarding the amendment of data.

Recipient of notification	Originator of Amendment	
	CIS originates the amendment with the CCR	CIP originates the amendment with the CCR
CIS	The CCR will engage with the CIS to notify them that the amendment has been processed and provide the CIS with a copy of the amended information.	Where the CIS has asked the CIP to submit a correction the CIP must inform them when the correction has been submitted and provide them with information on how they can seek a copy of the amended information.
Linked CIS (Co-Borrower or Guarantor)	No notification will issue. The CCR will have no way to safely provide a notification to the Linked CIS, e.g., the Linked CIS could have changed address.	The CIP will need to consider if they can safely identify the Linked CIS to provide them with information regarding the amendment. The CCR will have no safe means of doing so, e.g., the Linked CIS could have changed address.
CIP (owner of the data)	A notification will issue to the relevant CIP, showing a before and after position of the relevant data field/s.	A notification will issue to the relevant CIP, showing a before and after position of the relevant data field/(s).
Other CIPs	A notification will issue to the relevant CIPs, according to the rules set out in Section 6.4 above, showing a before and after position of the relevant data field/s.	A notification will issue to the relevant CIPs, according to the rules set out in Section 6.4 above, showing a before and after position of the relevant data field.

The notification issue is available to CIPs via the A2A and web enquiries functionalities. The notification functionalities are described in the relevant manuals: CCR A2A Enquiry Manual and CCR Web User Interface Enquiry Manual.

## 6.5 Urgent and Exceptional Amendments

A scenario may arise where a CIS requires an urgent correction to inaccurate or incomplete information on the CCR, e.g. where the inaccurate or incomplete information is impacting the CIS's ability to progress a credit application. This may be as a result of inaccuracies in either credit or personal information.

In this scenario the CCR will prioritise such requests and engage with relevant CIPs to resolve the issue as soon as possible. The CCR will request the CIP to follow a process similar to that described in section 6.2.3.

The Service Management Manual provides more information on the CCR support services.

## 6.6 Credit Applications

New Application Enquiries are managed through the Enquiry process. The Application Update Enquiry (AUE) function will facilitate the **correction of erroneous data** or a **complete cancellation of the credit application**, in either of the following scenarios:

1. there is an error in the data submitted; or
2. an application was submitted entirely incorrectly e.g. a number of data fields were reported incorrectly or the application was attributed to the wrong CIS.

**PLEASE NOTE:** The AUE function must only be used to **cancel** a credit application enquiry, where the CIP has made an **error** in in the New Application Enquiry process. The annulment of a credit application through the Deletion of Records process is permitted in certain circumstances, as outlined in the Deletion of Records manual.

Where an application enquiry is cancelled, it will be removed from the CCR, however **the footprint associated with the cancelled application enquiry will still be visible on credit reports.**

This process is available to CIPs on a self-service basis; the CCR support service is available to assist with any queries.

Where a CIS contacts the CCR directly with a concern with regard to credit application information on their credit report, the CCR will engage with the relevant CIP to investigate the concern. The CIS will also be made aware of their rights in relation to the explanatory statement they may put on the CCR.

The technical specifications for the AUE function are available in the Enquiry Manuals; the Service Management Manual provides more information on the CCR support services.

## 6.7 Personal Information

Where an error arises in personal information (subject data) the CIP should contribute a correction at the earliest opportunity through the normal batch monthly submission process (file type 0).

Where a CIS contacts the CCR directly with a concern with regard to the accuracy of personal information on their credit report, the CCR will advise the CIS to contact each of their contributing CIPs to ensure the data is corrected by each CIP in their respective systems. The CIS will also be made aware of their rights in relation to the notices they may put on the CCR.

# Chapter 7

## Verification of Information

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### 7.1 Introduction

The Act and associated regulations place an obligation on CIPs to take all reasonable steps to ensure that the personal and credit information provided to the CCR is accurate, complete and up to date.

Accuracy of personal information is critical to the matching process of the CCR, i.e. the more accurate the subject data is, the better equipped the CCR will be to match CISs across contracts and produce an accurate and complete credit report for CISs and CIPs.

The purpose of this chapter is to provide guidance to CIPs on the requirement to verify the identity of the CIS (Section 20 of the Act) and to verify that information obtained from the CIS is accurate and complete (Section 21 of the Act).

The regulations i.e. Credit Reporting Act 2013 (Section 20) (Verification of Identity of Credit Information Subjects) Regulation 2016 oblige CIPs to take all reasonable steps to verify the identity of CISs who make credit applications or credit agreements or provide guarantees. These reasonable steps must be undertaken from 30 June 2017. The regulations make no distinction between new or existing CISs; reasonable steps should be applied in both cases.

The Section 20 regulations also set out specific steps that are to be taken to verify the identity of CISs with whom they make credit agreements. These steps must be taken from the date upon which the CIP first provides personal information to the CCR.

The requirements for the specific steps to verify the identity of CISs (Borrowers, Co-Borrowers and Guarantors) associated with credit agreements are set out by classification of CIS in the Act as follows:

CISs who are Individuals, e.g. consumers

CISs who are Individuals carrying on activities otherwise than as an employee, e.g. a sole trader

CISs who are not Individuals, e.g. companies

The guidance that follows illustrates how these reasonable and specific steps may interact. It reflects the Section 20 Regulations, together with other legislation such as section 17 of the Electronic Commerce Act 2000 and section 2 of the Data Protection Acts 1988 to 2003.

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**PLEASE NOTE:** CIPs must take reasonable steps with regard to the use of original documents.

The cumulative effect of the regulations, other relevant legislation (including the Electronic Commerce Act 2000 and Data Protection Acts 1988 to 2003) and guidance allows credit information providers verify credit information subjects without recourse to original documents.

This may include for example the verification of existing customers or CISs or the verification of new CISs where there is reliance on remote or virtual onboarding techniques such as PDFs or photos of original documents being uploaded or emailed to a credit information provider.

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**PLEASE NOTE:** As regards the verification of existing CISs or customers who become CISs, CIPs may consider it reasonable to rely on existing verifications, particularly where the reprocessing of the personal information is considered to be excessive or disproportionate data processing.

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**PLEASE NOTE:** Irrespective of how the CIP verifies the identity of the CIS, the CIP must take all reasonable steps to ensure the accuracy of all personal information submitted to the CCR, as required under Credit Reporting Act 2013 (Section 11) (Provision of Information for Central Credit Register) Regulations 2016 regulations.

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Brief guidance on requirements for the verification of credit information is set out at the end of the chapter.



## 7.2 Verification Requirements for CISs who are Individuals

### 7.2.1 Forename, Surname and Date of Birth

The CIP must validate the Forename, Surname and Date of Birth provided as follows:

1. Validated against an original<sup>17</sup> or copy of the passport or driving license currently in force.
2. If the CIS does not possess either document, the CIP can validate against another reliable document with this information. In determining the reliability of this document, the CIP should take account of:

the nature of the body by whom the document was issued

the nature of the document

whether it might reasonably be expected that the document was issued following checks on the identity of the person

### 7.2.2 Address

The CIP must validate the Address against an original or copy of any of the following documents issued in the previous six months:

1. a utility or telephone bill

a statement from a credit institution

any correspondence from the Department of Employment Affairs and Social Protection or the Revenue Commissioners addressed to the individual

any correspondence from any other statutory body or State agency addressed to the individual

any correspondence from an insurance company addressed to the individual in respect of an insurance policy currently in force

2. If the CIS does not possess any of the documents, the CIP can validate against another reliable document that contains this information. In determining the reliability of this document, the CIP should take account of:

the nature of the body by whom the document was issued

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<sup>17</sup> As set out in Section 7.1, CIPs must take reasonable steps with regard to the use of original documents. CIPs should consult this guidance at each reference to original documents in this Chapter.

the nature of the document

whether it might reasonably be expected that the document was issued following checks on the identity of the person.

### 7.2.3 PPSN

The CIP must validate the PPSN provided as follows:

**1.** Validated against an original or copy of any of the following:

any correspondence\* from the Department of Employment Affairs and Social Protection or the Revenue Commissioners addressed to the individual showing the individual's full PPSN

Statement of liability (previously known as P21), Tax Assessment or Notice of Tax Credits

Receipt of Social Welfare Payment where the full PPSN is clearly visible

Medical Card / Drug Payment Scheme (DPS) Card or European Health Insurance Card (EHIC) where the full PPSN is clearly visible

Payslip, Employment Detail Summary issued by the Revenue Commissioners.

**2.** If a CIS does not possess any of the documents specified above, the CIP may validate a CIS's PPSN against any other document\* or process, which may reasonably be relied upon for the purpose.

A CIP must validate any other number allocated to the individual for the purposes of tax against any document that may reasonably be relied upon for the purpose.

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**PLEASE NOTE:** A CIP must retain a copy of the documentation or records used to verify the identity of the CIS for a period of 5 years from when the credit agreement is closed on the CCR.

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**PLEASE NOTE:** \*CIPs may not accept a Public Service Card as documentation for verification. Only 'Specified Bodies' named in certain Social Welfare Acts can lawfully request an individual to provide or use a Public Service Card.

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## 7.3 Verification Requirements for CISs who are Individuals carrying on activities otherwise than as an employee

### 7.3.1 Tax Registration No. /Any other Tax No.

The CIP must validate the Tax Registration No. and any other tax numbers provided as follows:

1. Validated against an original or copy of a Tax Clearance Certificate including an eTax Clearance issued by the Revenue Commissioners (or other relevant tax authority) to the CIS and currently in force.
2. Where the CIS is a partnership and a single Tax Clearance Certificate was issued by the Revenue Commissioners to the partnership, the partnership's Tax Registration Number shall be verified against that Tax Clearance Certificate.
3. If the CIS does not possess any of the documents, the CIP can validate against another reliable document that contains this information. In determining the reliability of this document, the CIP should take account of:

the nature of the body by whom the document was issued;

the nature of the document; and

whether it might reasonably be expected that the document was issued following checks on the identity of the person.

### 7.3.2 Address

The CIP must validate the Address provided as follows:

1. Validated against an original or copy of any of the following documents issued in the previous six months:
  - a utility or telephone bill;
  - a statement from a credit institution;
  - any correspondence from the Department of Employment Affairs and Social Protection or the Revenue Commissioners addressed to the individual;
  - any correspondence from any other statutory body or State agency addressed to the individual; and

2. any correspondence from an insurance company addressed to the individual in respect of an active insurance policy.
3. If the CIS does not possess any of the documents, the CIP can validate against another reliable document that contains this information. In determining the reliability of this document, the CIP should take account of:

the nature of the body by whom the document was issued;

the nature of the document; and

whether it might reasonably be expected that the document was issued following checks on the identity of the person.

**PLEASE NOTE:** A CIP must retain a copy of the documentation or records used to verify the identity of the CIS for a period of 5 years from when the credit agreement is closed on the CCR.

## 7.4 Verification Requirements for CISs who are not Individuals

### 7.4.1 Legal Name and Registration Number

The CIP must validate the Legal Name and Registration Number provided as follows:

1. Validated against an original or copy of the certificate of incorporation issued to it by the Companies Registration Office (CRO) or against an equivalent document issued by an authority in any other country or territory in the exercise of a function similar to the function exercised by the CRO.
2. If a CIS does not possess any of the documents specified in paragraph (1) the CIP may verify the information against any other reliable documentary evidence that contains the Legal Name and Registration number (if any) of the CIS.

### 7.4.2 Tax Registration No. /any other Tax No.

The CIP must validate the Tax Registration No. and any other tax numbers provided as follows:

1. Validated against an original or copy of the Tax Clearance Certificate including an eTax Clearance issued by the Revenue Commissioners to the CIS and currently in force.
2. Where the CIS is a partnership and a single Tax Clearance Certificate was issued by the Revenue Commissioners to the partnership, the partnership's Tax Registration Number shall be verified against that Tax Clearance Certificate.

3. If the CIS does not possess any of the documents, the CIP can validate against another reliable document that contains this information. In determining the reliability of this document, the CIP should take account of:

the nature of the body by whom the document was issued;

the nature of the document; and

whether it might reasonably be expected that the document was issued following checks on the identity of the person.

### 7.4.3 Address

The CIP must validate the **Address** provided as follows:

1. Validated against an original or copy of any of the following documents issued in the previous six months:

a utility or telephone bill;

a statement from a credit institution;

any correspondence from the Department of Employment Affairs and Social Protection or the Revenue Commissioners addressed to the CIS;

any correspondence from any other statutory body or State agency addressed to the CIS; and

any correspondence from an insurance company addressed to the CIS in respect of an insurance policy currently in force.

2. If the CIS does not possess any of the documents, the CIP can validate against another reliable document such as with this information. In determining the reliability of this document, the CIP should take account of:

the nature of the body by whom the document was issued;

the nature of the document; and

whether it might reasonably be expected that the document was issued following checks on the identity of the person.

**PLEASE NOTE:** A CIP must retain a copy of the documentation or records used to verify the identity of the CIS for a period of 5 years from when the credit agreement is closed on the CCR.

## 7.5 Verification of Credit Information

Section 21 of the Act sets out that a CIP “shall take reasonable steps to verify that the information which the credit information provider obtains from credit information subjects is accurate and complete”.

CIPs are responsible for providing accurate and complete information. CIPs should put in place procedures and processes such that they meet their obligations in this regard. These may for example include the following:

- Ensuring that the data reflects the terms of the credit application or agreement and the performance of the CIS in meeting their obligations under the credit agreement;
- Substantiating the data provided against information submitted by the CIS and/or against records held by the CIP;
- Substantiating the data to be submitted against the CIS record on the CIP’s system and against the information provided by the CIS in respect of the credit application or agreement; and
- Adhering to the data definitions reporting rules contained in the CCR Handbook.

# Chapter 8

## Suspected Impersonation

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### 8.1 CCR Responsibilities

Under the Act, a CIS may notify the CCR where they reasonably believe that they have been, are being, or are about to be, impersonated.

Where such a notice is received by the CCR, the CCR will undertake the following steps:

- Verify the identity of the CIS;

- Attach a notice of suspected impersonation on the record of the CIS. This notice will appear on all credit reports;

- This notice will remain on the record of the CIS until the CIS requests its removal, or 90 days, whichever is earlier;

- The CIS can request for the notice to be placed on their record for a further 90 days at the expiry of the first 90 day period.

While the notice is in place on the CCR, the CCR will notify the CIS within 48 hours if:

- An enquiry is made on the CIS's record;

- Data relating to a new credit application is submitted to the CIS record on the CCR;

- Data relating to a new credit agreement is submitted to the CIS record on the CCR.

### 8.2 CIP Responsibilities

The CIP's responsibilities under the Act involve notifying CISs of suspected impersonation based on their own information:

- If a CIP reasonably believes that a CIS has been, is being, or may have been, impersonated by any person, the CIP shall give to the CIS notice of that belief;

The notice shall be given as soon as reasonably practicable and (in any event) not later than 24 hours after the CIP first believes that the CIS has been, or may have been, impersonated.

For CIPs that have existing practices in place in this regard, this requirement should support/supplement those existing practices.

CIPs should take due care in contacting CISs with such notices with respect to the accuracy of contact details held for that CIS.

It is recommended that CIPs advise CISs of their right to place a notice of suspected impersonation on their credit report and direct them to the CCR for this purpose. In advising CISs of this right, the CIP should clarify the purpose of placing such a notice on the CCR in that it will inform CIPs who are approached for credit in the name of that CIS, that the CIS may have been impersonated.



# Chapter 9

## Provision of information to Credit Information Subjects

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### 9.1 Introduction

The CCR collects, processes and shares personal and credit information relating to CISs. The credit information provided by the CCR will support credit decisions by CIPs on credit applications by CISs. In this context, it is important that CISs are aware of the role of the CCR and of their rights under the Act.

This chapter:

- Sets out the rights of CISs under the Act;

- Explains the responsibilities of CIPs for the provision of information to CISs; and

- Outlines the role of the Central Bank in the provision of information.

### 9.2 CIS Rights

The CCR is a national mandatory database of personal and credit information. CIPs have a legal obligation to provide information to the CCR and to check the CCR when considering relevant credit applications. The consent of CISs is not required by CIPs in order to submit information to the CCR or to enquire on the CCR.

The Act provides some important rights and protections for CISs.

#### **Access to credit reports**

CISs who are individuals may request their credit reports from the CCR free of charge subject to fair usage.

CISs who are not individuals (e.g. companies) may make an application to access their information once a year free of charge. There will be a charge of €6.35 for any subsequent applications within the year.

## **Explanatory statement**

CISs have a right to insert a statement of 200 words or less, relating to any information held on the CCR, and the CCR will include this statement on the CIS's credit report unless and until the statement is removed.

## **Amendments**

CISs have a right to make an application to amend information held on the CCR if they believe it is inaccurate, incomplete or not up to date. They also have a right to be notified of the decision regarding their application for amendment. If it is decided to amend the information held on the CCR, CISs will be provided with a copy of the amended information in the form of an updated credit report. If it is decided not to amend the credit record, CISs still have a right to enter an explanatory statement on the credit record in connection with the amendment sought and this statement will be included in the CIS's credit report unless and until the statement is removed.

## **Suspected impersonation**

If CISs reasonably believe they have been, are being, or are about to be impersonated by any person, they may request that a notice of suspected impersonation is inserted on their CCR record. This information will be included in any credit report made available. The notice will stay on the credit record for 90 days, or shorter if requested. CISs may also extend the period of 90 days by giving a further notice to the CCR.

While the notice of suspected impersonation is held on the CCR, CISs will be notified by the CCR if any new credit application or credit agreement is submitted to the CCR.

Furthermore, CIPs have a duty to inform CISs if they reasonably believe that a CIS has been, or may have been impersonated.

## **Right to be informed**

Under the Act, CISs have the right to be informed by their CIP of their rights and to be made aware of the duty of CIPs to provide information to the CCR. Guidance on this is included in the next two sections.

Data protection legislation applies fully to personal information processed for the purposes of the CCR. Nothing in the Act alters the responsibilities and rights of parties arising from the processing of such personal information.

## 9.3 Responsibilities of CIPs

The Act imposes specific ongoing obligations on CIPs regarding provision of information to CISs.

**Section 23 of the Act requires that CIPs ensure that CISs are aware of their rights under the Act.** This includes those CISs who make credit applications to the CIP, those who have existing credit agreements with the CIP and guarantors who are proposing to give or have given a guarantee or indemnity in connection with a credit agreement. **CIPs must ensure that they implement the necessary steps to meet this requirement with respect to guarantors.**

The Central Bank recognises that the approach to providing information to CISs will vary between CIPs and may depend on the products held by a customer. The following channels of communication may be considered by CIPs to meet their obligations to inform CISs:

- Inclusion of notices and information on websites;
- Inclusion of notes or messages on regular account statements;
- Inclusion of inserts with statements issued by post or by email;
- Inclusion of references in telephone scripts;
- Separate mailshots of correspondence;
- Inclusion of notices on application forms and loan documentation; and
- Provision of posters and leaflets in branches.

CIPs should leverage information provided by the CCR in the **Borrower Area** of [www.centralcreditregister.ie](http://www.centralcreditregister.ie)

**Section 24 of the Act** requires that CIPs include on credit application forms a notice stating that the Act requires the provision of information to the CCR in relation to credit applications and credit agreements.

The Credit Reporting Act 2013 (Section 24) (Notices) Regulations 2016 Regulation sets out the specific text of the notice to be used by CIPs:

**NOTICE: Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements.**

To provide greater transparency on data protection implications, the Central Bank recommends the addition of the following text underneath this notice:

**The Central Credit Register is owned and operated by the Central Bank of Ireland. For more information, including on how your data is processed, see**

[www.centralcreditregister.ie](http://www.centralcreditregister.ie)

Requirements in respect of the notice itself:

The notice must be delineated by a box, be in bold type and of a font size that is at least equal to the predominant font size used throughout the credit application form.

CIPs must ensure that this notice has equal prominence with the main terms and conditions associated with the credit application or agreement.

Many CIPs, as part of application documentation, obtain from credit applicants consent to provide information to credit reference bureaux and to permit the CIP to check such databases. It is important that the wording of any such documentation is reviewed to make a clear distinction between the statutory notice required for the CCR and any consent obtained for other purposes.

**PLEASE NOTE:** In the absence of a credit application 'form', CIPs must use other means available to them to provide the information in the Section 24 notice to CIPs, e.g. over the phone, through online application channels, through correspondence sent during the application process.

This obligation must be met during the credit application process and in any event in advance of carrying out a New Application Enquiry on the CCR.

## 9.4 Provision of information to existing CISs in advance of submitting data to the CCR

The Act provides the lawful basis for the collection and reporting of data to the CCR. Separately, CIPs must meet their obligations under data protection law with respect to the processing of the personal data that they collect and report to the CCR.

Since 30 June 2017, a CIP's data protection obligations extend to the data that they collect and report to the CCR.

While it is a matter for each CIP to satisfy themselves regarding their data protection obligations, the Central Bank recommends that in advance of submitting records for existing credit agreements to the CCR, CIPs inform each relevant CIS beforehand.

This recommendation includes the submission of test records which include real personal data, i.e. data from which a person may be identified, even if it is only being submitted as part of a test cycle.

It should be noted that where a CIS has multiple loans with one CIP, the CIP is only required to inform the CIS once regarding the CCR.

A model letter is available in the **Lender Area** of [www.centralcreditregister.ie](http://www.centralcreditregister.ie) which may be used by CIPs to inform CISs about the CCR. CIPs may edit this letter and disseminate in whatever manner they choose to, including through online channels, under their own name and branding.

CIPs should seek their own legal advice regarding their data protection obligations in respect of the CCR.

# Chapter 10

## Control and Use of CCR Data

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### 10.1 Introduction

The collection, processing and sharing of accurate, complete and up to date information is at the core of the CCR. Provision of accurate and comprehensive credit information brings benefits for lenders and their customers. However, it also increases the potential for significant risks as personal data and credit histories are shared with an increasing number of lenders.

Against this background, it is important that CIPs fully recognise their responsibilities for the proper control and use of data collected and processed for the effective operation of the CCR. Furthermore, CIPs should understand the legal framework under which the CCR operates and the role and responsibilities of the Central Bank and other stakeholders.

The legal basis for the CCR is set out in Appendix II; it explains the provisions of the Act and associated regulations.

This chapter:

- Provides additional information and guidance in respect of other legal provisions connected with the processing of personal data and personal public service numbers, arising from the GDPR and Data Protection Acts and the Social Welfare Acts;
- Discusses the responsibilities of CIPs with regard to processing of PPSN;
- Explains the responsibilities of CIPs regarding the use of information received from the CCR;
- References Central Bank guidance to firms on information technology and cyber security risks; and
- Provides information on the steps taken by the Central Bank to ensure the security of the CCR.

## 10.2 Data Protection

GDPR and the data protection law applies fully to personal information processed for the purposes of the CCR. Nothing in the Act alters or dilutes the responsibilities and rights of parties arising from the processing of such personal information.

The Central Bank is the data owner and data controller of the data held on the CCR. CIPs are data controllers of the personal and credit information managed for the purposes of their business and for the purpose of reporting to the CCR. As such, the Central Bank and CIPs have responsibilities in relation to personal information about individuals which they may process or store on computers or in structured manual files.

The Act and associated regulations impose legal obligations on CIPs to process personal data and provide it to the CCR. It provides CIPs with a legal basis for the processing of personal data. The Act does not require the processing of sensitive or special categories of personal data. CIPs should consult <https://www.dataprotection.ie/> and/or seek their own legal advice on their data protection obligations.

## 10.3 Legal Basis for collection of the PPSN

The collection and use of an individual's PPSN is restricted under law.

It is an offence for any person or body to request or hold a record of a PPSN unless they are permitted by law to do so. The legislation governing the use of the PPSN is contained in the Social Welfare (Consolidation) Act 2005, the Social Welfare Law Reform and Pension Act 2006, the Social Welfare and Pensions Act 2007, and Social Welfare and Pensions Act 2010.

The Central Bank's right to process PPSN is contained in the Act. This provides CIPs and the Central Bank with a legal basis for the processing of PPSN. Specifically,

Section 5 of the Act provides that the Central Bank may hold personal information in relation to a credit information subject on the CCR.

Section 6(1) (f) of the Act provides that PPSN may be held on the CCR.

Section 11 of the Act requires a CIP to provide PPSNs to the Central Bank where this is specified in regulations made under the Act.

Section 11 (Provision of Information for Central Credit Register) Regulations 2016 (SI No. 486/2016) specifies that PPSN is included in the personal data to be submitted to the CCR.

In addition, Section 6(6) protects a person who uses or seeks to have disclosed a PPSN for any purpose connected with the Act, from committing an offence under section 262(9) of the Social Welfare (Consolidation) Act 2005, as amended.

## 10.4 Obligations and Responsibilities of CIPs for processing PPSN

Given the PPSN is the only unique identifier submitted to the CCR, it is essential that CIPs have a clear understanding of their obligations and responsibilities regarding the collection, storage and use of PPSN. These are set out in the following sections.

### 10.4.1 Reporting of PPSN for qualifying credit agreements

Producing a Single Borrower View of all credit agreements associated with a borrower is central to the aims of the CCR. This requires the matching of personal information submitted by all CIPs which have credit agreements with an individual borrower. The PPSN is a strong identifier and is therefore a very important component in the matching process that produces the Single Borrower View.

The obligation on CIPs for the collection and reporting of PPSN to the CCR, in respect of qualifying credit agreements is as follows:

#### Existing CISs

CIPs must report PPSNs to the CCR once these are recorded on CIP systems and can be safely associated with credit agreements. CIPs will have to modify their systems and processes to collect and store PPSN.

#### New CISs or new credit agreements for existing CISs

CIPs must submit PPSN to the CCR for CISs associated with every new credit agreement at the next monthly submission date. PPSN reportable for CISs in the role of guarantor from the commencement date of this reporting obligation.

### 10.4.2 Reporting of PPSN for qualifying credit applications

The obligation on CIPs for the collection and reporting of PPSN to the CCR, in respect of qualifying credit applications is as follows:

#### CIPs with consumer and non-consumer credit applications

CIPs must report PPSN to the CCR for all qualifying credit applications through enquiry.



From the point at which CIPs commence making enquiries on the CCR, CIPs must also report the same PPSN to the CCR for all qualifying credit agreements through the next monthly submission.

**PLEASE NOTE:** PPSN may only be collected and used in connection with reporting credit applications and credit agreements to the CCR through the enquiry and submission processes. PPSN, gathered for CCR purposes, should not be used for other purposes by a CIP.

### 10.4.3 Verification of PPSN

CIPs are obliged to verify the accuracy of PPSNs in accordance with the requirements set out in Chapter 7.

In addition, it is recommended that CIPs apply the Modulus 23 format checker on their front end systems used to capture PPSN as a means of ensuring that the data entered is in the correct format.

### Re-use of PPSNs for subsequent Credit Applications and Credit Agreements

Where a CIP considers it reasonable to rely on existing verifications, particularly where the reprocessing of any personal information is considered to be excessive or disproportionate data processing, it is not necessary to collect PPSN and verification documentation where they are already held for an existing customer. Once collected for one credit application or credit agreement, CIPs may re-use a PPSN and the relevant verification documentation when processing a subsequent credit application or credit agreement for the same CIS.

## 10.5 Responsibilities of CIPs for use of data received from the CCR

CIPs enquiring on the CCR will receive personal and credit data in respect of borrowers. It is important that CIPs and their staff are fully aware of the limited circumstances in which enquiries may be made on the CCR and the use to which the received information may be put.

### 10.5.1 Access to CCR data

Sections 14 and 15 of the Act specify the limited circumstances where a CIP may access the CCR. CIPs may only enquire on the CCR when:

- considering a new credit application by a CIS;
- considering an offer of a guarantee in respect of a credit application;
- considering a request from a CIS for a change in the nature or term of a credit agreement (a restructure); or
- a CIS has failed to comply with obligations under a credit agreement (arrears).

CIPs are obliged to maintain a log of each enquiry they make on the CCR and to retain that log for 5 years. See Section 5.6: Record of Access for further guidance on this obligation.

The Central Bank is obliged to log every enquiry made on the CCR and to make details of such enquiries available to CISs as part of their credit reports. The Central Bank will monitor compliance with access rules and will investigate any complaints of inappropriate access by CIPs to CIS credit records.

### 10.5.2 Use of CCR data

Section 16 of the Act specifies the purposes for which a CIP may use information accessed on the CCR as follows:

- verifying information provided in or in connection with a credit application;
- evaluating any risk arising from providing credit to, or the taking of a guarantee or indemnity from a CIS;
- evaluating any risk arising from any changes to the nature or term of a credit agreement, or to a guarantee or indemnity given in connection with a credit agreement;
- monitoring any failure to comply with any obligation under a credit agreement or a guarantee or indemnity given in connection with a credit agreement that has not been corrected;

evaluating whether to make any proposal or arrangement with respect to the debts of a CIS in circumstances in which a CIS has made a request for such an evaluation to be made; and

analysing the nature of the CIP's portfolio of credit agreements.

Section 29 of the Act makes it an offence for a CIP to use information accessed from the CCR for a purpose other than those set out in Section 16. The section further specifies the sanctions for committing an offence and permits the prosecution of officers of body corporates that commit such offences.

## 10.6 Responsibilities of CIPs for Information Technology and Cyber Security Risks

Information technology is at the heart of the supply of financial services. As a consequence, the security and resilience of IT systems and their governance and management must reflect the risk of business interruption.

This is a key concern for the Central Bank given the potential impact on firms and their customers, and the consequent risks for financial stability. The Central Bank expects Boards and Senior Management of regulated firms to fully recognise their responsibilities for these issues and to put them among their top priorities.

Firms must robustly address key issues such as alignment of IT and business strategy, outsourcing risk, change management, cybersecurity, incident response, disaster recovery and business continuity. Firms need to make sure that they understand these risks and that they are managed effectively.

Further information on this topic can be found on the Central Bank website at:

<https://www.centralbank.ie/financial-system/operational-resilience-and-cyber>

## 10.7 Responsibilities of the Central Bank for Information Technology and Cyber Security Risks

The data held on the CCR database is owned by the Central Bank of Ireland, which is the data controller for the purposes of the Data Protection Acts. The Central Bank is therefore responsible for ensuring that personal data on the CCR is processed securely in accordance with GDPR and the Data Protection Acts. The Central Bank has appointed CRIF Ireland Limited (CRIF) as its agent for the establishment, maintenance and operation of the CCR. CRIF is the Central Bank's data processor.

The relationship between the Central Bank and CRIF is governed by a contract setting out the responsibilities regarding confidentiality and data protection. CRIF's performance is subject to on-going reviews and audits of their controls and processes by the Central Bank. In addition, all necessary steps have been taken to ensure that the confidentiality, integrity and availability of the data and associated systems have been considered, and reflected in the governance, information security and privacy requirements to safeguard the data from accidental or unauthorised disclosure.

### 10.7.1 Industry Certification

The CCR has invested in security as it is fundamental to its mission and objectives.

The CCR solutions and processes have been developed by CRIF in accordance with the multiple certifications CRIF hold from International authorities, such as:

- 1. ISO 9001:2008 certified Quality Management System**
- 2. Information security - ISO 27001:2013 certification**
- 3. Software Development - CMMI Maturity Level 3 certification**
- 4. Payment Card Industry - Data Security Standard**

### 10.7.2 Encryption and Authentication

Encryption is a key control to protect the data within the CCR and all data whether at rest or in transit is encrypted using industry standard, best practice techniques and solutions.

Access to the CCR is restricted to authorised personnel only. Authentication techniques such as security certificates and IP address filtering is applied as appropriate to further mitigate the risk of unauthorised access.

### 10.7.3 Assurance

The Central Bank undertakes regular robust and thorough assessments of the CCR's controls, processes, technology and defences to ensure they operate to the highest standards.

Independent information security and privacy experts have worked with CRIF and the Central Bank to provide assurance that those standards are being met:

The Central Bank carries out regular penetration testing.

The Central Bank has also undertaken a Privacy Impact Assessment (PIA) in order to design privacy into the CCR data, processes and solutions from the outset. A summary of the PIA is available at <https://www.centralcreditregister.ie/>

## 10.8 Sharing of CCR Data with the Central Statistics Office

In 2019, the Central Statistics Office (CSO) made a statutory request under Section 30 of the Statistics Act 1993 to access information held on the Central Credit Register. The Statistics Act 1993 provides for "The collection, compilation, extraction and dissemination for statistical purposes of information relating to economic, social and general activities and conditions in the State". For further information visit the CSO's webpage: [The Central Statistics Office and the Central Credit Register](#).

The Central Bank carefully considered this statutory request in the context of the GDPR, including the data protection principles of necessity and proportionality and engaged third party consultants to carry out a Data Protection Impact Assessment.

In compliance with the request, the transfer of personal information to the CSO (excluding PPSN, Eircode and contact number), and credit information commenced in the second half of 2021. Fields which have been identified as potentially containing information that could identify a CIP (such as the CIS Provider Code or the Contract Provider Code) have been hashed in order to protect the identity of the CIP.

# Chapter 11

## Enforcement

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### 11.1 Introduction

The Act, associated regulations and guidance place various obligations upon CIPs in respect of the CCR. These include the obligation to provide accurate and complete personal and credit information to the CCR and obligations to access the CCR when making decisions to provide credit.

CIPs have additional obligations in other areas; such as verifying the identity of CISs, maintaining records of occasions on which access to the CCR has been sought, amending inaccurate, incomplete or not up to date information, inclusion of notices on application forms and informing CISs of their rights and duties under the Act and of any suspected impersonation a CIP reasonably believes has or may have occurred.

The Act provides the Central Bank with enforcement powers which the Central Bank may exercise if it considers that a CIP has failed or is failing to comply with any obligation imposed by the Act. The Act also enables the Central Bank to avail of its existing enforcement powers in respect of regulated financial service providers in connection with the CCR.

CIPs will also have obligations imposed under other legislation including the Data Protection Acts; enforcement in respect of which is under the remit of the Data Protection Commission.

### 11.2 Approach to monitoring compliance in respect of obligations under the Act

The Central Bank monitors adherence by CIPs to their obligations imposed by the Act.

The approach that the Central Bank has adopted is aligned with the implementation of the CCR. For example, the initial focus had been on monitoring compliance with CIPs' obligations to provide personal and credit information as it falls to be reported to the CCR.

Upon commencement of enquiry, the Central Bank began monitoring CIP requests to access the CCR, to determine if CIPs are meeting their obligations and exercising their rights in accordance with the Act.

The capacity of CISs to access their records and any associated amendments sought or complaints received in conjunction with their access provides an additional useful source of information for monitoring compliance.

All of the above will assist the Central Bank in assessing the quality and accuracy of data supplied and the adherence by CIPs to the legislative rules regarding access.

With respect to the other CIP obligations such as obligations to maintain records, place notices upon application forms or advise CISs of their rights and obligations, the Central Bank may undertake reviews of documents or request CIPs to provide information to demonstrate compliance with their obligations.

Compliance will be monitored through a combination of activities such as:

- Monitoring of CIPs adherence to on-boarding protocols, submission and enquiry instructions and deadlines;

- Reviewing automated checks built into the processes of file submission and enquiry;

- Monitoring and review of errors and amendment files to identify CIP or user specific problems;

- Monitoring and review of access logs to identify potential breach of access rules;

- Monitoring and review of CIS amendment requests or complaints to identify potential data quality or breach of access rules; and

- Bench marking of CIPs in terms of submission and enquiry activity, data quality, delivery of data requirements, extent of errors, timely submission and timely correction as a means of highlighting potential non-compliance.

The Central Bank may undertake themed reviews, request CIPs to provide documentation or undertake inspections to monitor CIPs adherence to their obligations. The Central Bank takes a risk based approach to activities in this area based on the outcome of the monitoring activities noted above. The Central Bank may alter its approach, including in respect of any inspections, in light of practical experience following a period of operation of the CCR.

## 11.3 Enforcement Powers and Offences

The Act sets out a range of enforcement powers where a CIP has failed or is failing to comply with any obligations imposed by the Act.

The Act enables the Central Bank to avail of its existing enforcement powers in respect of regulated financial service providers in connection with the CCR. This would include a broad range of powers including powers available under the Administrative Sanctions Procedure. Further details on this and the existing enforcement powers that are available to the Central Bank are available on its website<sup>18</sup>.

The Act also sets out the enforcement powers that are available to the Central Bank for CIPs other than existing regulated financial services providers. These include the power to issue a direction to such a CIP to take specified steps to comply with the law. Furthermore, the Central Bank can apply to the High Court to seek an order requiring a CIP to comply with such a direction if it considers that the CIP has failed or is failing to comply with a direction. Both of these powers are also available in respect of existing regulated financial service providers.

The Act sets out specific enforcement powers in respect of NAMA and local authorities. If the Central Bank considers these to have failed or are failing to comply with any obligation imposed by the Act, it may give notice to the Minister for Finance or the Minister with responsibility for Local Government respectively; giving reasons as to why it considers there has been or is a failure to comply with any obligation imposed by the Act. The relevant Minister may direct the CIP concerned to take steps to comply with the obligation and the CIP shall comply with the direction.

The Act sets out a number of offences; the first is if a CIP provides information required by the Act knowing it to be false or misleading. The second relates to a CIP who knowingly uses information to which access has been given under the Act for a purpose other than one permitted by the Act. The Act further specifies the sanctions for committing these offences; on summary conviction a class A fine or imprisonment for a term not exceeding 6 months or both, on conviction on indictment, to a fine or imprisonment for a term not exceeding 5 years or both. The Act permits the prosecution of officers of a body corporate that commit such offences where it is proved to have been committed with the consent or connivance, or to be attributable to any neglect on the part, of any person who was a director, manager, secretary or other officer of the body corporate or a person who was purporting to act in such a capacity.

Thirdly, the Act sets out an offence prohibiting the disclosure of confidential information held on the CCR by officers or employees of the Central Bank, its consultants or agents. It also

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<sup>18</sup> Enforcement Powers – Administrative Sanctions Procedure <https://www.centralbank.ie/regulation/how-we-regulate/enforcement/administrative-sanctions-procedure>



prescribes situations in which disclosure is not prevented, including for compliance with the Act or as required or permitted by other laws. The sanction for committing this offence on summary conviction is a class A fine or imprisonment for a term not exceeding 12 months or both, and on conviction on indictment, to a fine not exceeding €30,000 or imprisonment for a term not exceeding 5 years or both.

Summary proceedings for these offences may be brought and prosecuted by the Central Bank.

## 11.4 Data Protection – Enforcement

The Central Bank notes that CIPs will also have obligations imposed under other legislation including GDPR and general data protection law as data controllers in respect of any personal data held or processed by them.

Regulation and enforcement in respect of data protection is under the remit of the Data Protection Commission. Nothing in the Act, limits the operation of the Data Protection Acts. Additionally the Act, provides that the Central Bank shall notify the Data Protection Commission of any systemic problems identified in operating the CCR and shall take such action (which may include action in cooperation with the Data Protection Commission) as appears to the Central Bank to be appropriate to eliminate or minimise such problems.

# Appendix I

## Overview of the Central Credit Register

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### Background to the CCR

The Act mandates that the Central Bank establishes, maintains and operates the CCR. Regulations were made by the Central Bank in September 2016 and supplemented by additional regulations in 2018 and 2019.

The legislation flows from a commitment by the Government to the EU, ECB and IMF under the Programme of Financial Support for Ireland to develop proposals for a legal framework for the collection and centralisation of financial information on borrowers.

The CCR provides CIPs with a reliable and secure source of credit information, with an accurate picture of each borrower's total loans. This matching of information from various CIPs on loans and any guarantees provided by a CIS, to create a Single Borrower View facilitates enhanced creditworthiness assessments and responsible lending.

In 2015 the Central Bank appointed CRIF Ireland Limited, a subsidiary of Italian company, CRIF S.p.A., as its agent to build and operate the CCR on its behalf following a public procurement exercise.

The Central Bank is committed to serving the public interest by safeguarding monetary and financial stability and working to ensure that the financial system serves the needs of the economy and its customers over the long term. The CCR will play a key role in contributing to the stability of the financial system and protecting consumers by facilitating informed credit decisions. The Central Bank uses the CCR to get better insights into the overall level and patterns of lending in the economy.

## Implementation of the CCR in Phases

Under section 11(2) of the Act, the Central Bank has the power to make regulations with the consent of the Minister for Finance specifying the type of information to be reported to the CCR and timing of its submission. In making these regulations, the Central Bank also has the power to differentiate between different classes of CIP, CIS, credit application or credit agreement.

The Central Bank utilised this power to implement the CCR in phases and focused effort on capturing particular segments of the market on an incremental basis. This allowed stakeholders the necessary time to update their systems and processes and enabled them to report all market segments in a structured and controlled manner.

The initial phase of the CCR, Phase 1, covered lending to consumers only and commenced on 30 June 2017. Reporting obligations to the CCR for Phase 1 were further divided by class of CIP as follows:

- Phase 1(a) included all CIPs excluding licensed moneylenders and local authorities. CIPs in Phase 1(a) were required to report in scope credit agreements with consumers by 31 December 2017, but at this date they must have reported existing and new credit agreements backdated to 30 June 2017.
- Phase 1(b) included licensed moneylenders and local authorities. CIPs in Phase 1(b) were required to report in scope credit agreements with consumers by 30 September 2018, but at this date they must have reported existing and new credit agreements backdated to 31 March 2018.

Phase 2 of the CCR expanded the scope of the CCR to further CIPs, CISs and credit agreements and commenced on 31 March 2018. CIPs subject to Phase 2 had an obligation to report credit agreements provided to CISs such as non-consumers, sole traders, groups of individuals (partnerships, clubs, associations etc.) and legal entities, such as designated activity companies – limited by shares etc. to the CCR by 30 September 2018, but at this date they must have reported existing and new credit agreements backdated to 31 March 2018.

## Amendment to the Credit Reporting Act 2013

Following an amendment to the Credit Reporting Act 2013, through the Markets in Financial Instruments Act 2018, data on hire purchase, leasing and other credit agreements previously excluded from the scope of the CCR, has been reportable since 30 June 2019.

The obligation to report data on hire purchase, personal contract plans, asset finance agreements and other credit agreements where the credit was advanced to facilitate the provision of a good or service by the same entity (subject to the provisions of the amendment to the Credit Reporting Act 2013 through the Markets in Financial Instruments Act 2018) commenced on 30 June 2019. Data on all qualifying credit agreements brought into scope by

this legislative amendment and in force as at 30 June 2019 has been reportable to the CCR since this time. There is no retrospective reporting requirement, i.e. credit agreements no longer in force as at 30 June 2019 were not reportable to the CCR. Where necessary, CIPs were advised to seek their own legal advice to confirm the applicability of this amendment to their respective credit agreements. The duty to enquire on CISs that make credit applications for hire purchase, personal contract plans, asset finance and other types of credit where the credit was advanced to facilitate provision of a good or service by the same entity (subject to the provisions of the amendment to the Credit Reporting Act 2013 through the Markets in Financial Instruments Act 2018) commenced on 01 October 2019.

### **Introduction of guarantor data**

From 01 February 2025, the scope of CISs and the scope of reportable data will be expanded to include data on guarantors and guarantees: CIPs must report data on guarantees (including all sums guarantees) entered into on or after 01 February 2025 in respect of credit agreements entered into on or after 01 February 2025.

### **Future Enhancements**

Further expansion of the scope of the CCR may take place in response to factors such as industry developments and evolving data requirements of the Central Bank for use in the performance of any of its functions.

# Appendix II

## Legal Basis

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### Introduction

This chapter sets out a summary of the Credit Reporting Act 2013 as amended and the associated regulations.

### The Credit Reporting Act 2013

The Act provides the statutory basis under which the Central Bank operates the CCR. It sets out provisions with respect to matters such as:

- The scope of the CCR, to whom and what it applies to and associated reporting thresholds;

- The holding of information on the CCR, including personal and credit information that may be held on the CCR;

- The information to be provided for inclusion on the CCR and the scope of personal and credit information that may be collected;

- The accessing of information from the CCR, including the information to be furnished in response to an access application;

- The retention, amendment and correction of information; and

- The levies and fees to be charged to users of the CCR.

While the Act sets out the broad structure of how the CCR operates; much of the practical operational detail is left to be set out in the regulations attached to various sections of the Act. It is the responsibility of the Central Bank to make these regulations.

The Act is divided into a number of Parts as follows:

## **PART 1 – Preliminary and General**

**Section 2** addresses interpretation within the Act and includes the definition of all the key terms including those associated with the scope of the CCR such as credit, credit application, credit agreement, credit information provider, credit information subject and so on.

**Sections 1, 3 & 4** in Part 1 contain standard administrative and technical provisions common in all legislation.

## **PART 2 – The Central Credit Register**

This part addresses many of the operational aspects of the CCR.

**Section 5** mandates the Central Bank to establish, maintain and operate the CCR and sets out the information that the Central Bank may hold on the CCR, including personal and credit information.

**Section 6** describes the personal information reportable to the CCR, including by different class of CIS i.e. individuals, individuals otherwise than employees and CISs who are not individuals.

**Section 7** describes the credit information reportable to the CCR.

Both sections 6 and 7 contain a power to add to these categories by way of regulation i.e. additional types of personal or credit information may be added if the requirements in the enabling sections are met.

**Section 8** describes the periods for which information may be held on the CCR. Information associated with credit applications may be held for 6 months from when it is entered on the CCR. Information associated with credit agreements can generally be held on the CCR for 5 years, subject to small variations depending on the nature of the personal or credit information concerned. Anonymised information may be held on the CCR indefinitely.

**Section 9** sets out the steps to be undertaken where an application to amend inaccurate, incomplete or not up to date information is received from a CIP or CIS together with prescribed timelines and **Section 10** sets out the consequences of a decision to amend or not to amend, including various notifications that may arise from any such decision.

**Section 11** places an obligation upon a CIP to report information in respect of credit applications and credit agreements to the CCR. The Central Bank is obliged to make regulations specifying the information to be provided, the form in which the information must be provided and when it is to be provided and any requirements as to the verification, which are to be met. This section also sets out the reporting threshold for the qualifying credit applications or agreements (currently amounts of €500 or greater). This threshold may be altered by the

Minister for Finance by way of a Ministerial order. The regulations made can introduce different requirements for different classes of CIP, CIS, credit agreement or credit application. This power will allow the Central Bank introduce different aspects of the CCR at different times i.e. the phased introduction of the CCR.

**Section 12** places a duty upon a CIS to provide information about aggregate foreign debt of more than €5,000 on making a credit application. The Central Bank may make regulations specifying the information to be provided, the form in which the information must be provided and when it is to be provided. The Central Bank is not proposing to make any such regulations in the initial implementation of the CCR.

**Section 13** gives a CIS the right to include on the CCR a statement, of not more than 200 words, relating to any information held on the CCR which relates to the CIS. This right only applies to a CIS.

**Section 14** places a duty upon a CIP to apply to access information held on the CCR when considering all credit applications for €2,000 or greater, this amount may be amended by order of the Minister for Finance.

**Section 15** gives a CIP the power to apply to access information held on the CCR when considering credit applications for amounts less than €2,000 and also to apply to access information in respect of the guarantors who are a party to a credit application. Section 15 further provides that a CIP may (in respect of a person who is a CIS of that CIP), apply for information held on the CCR where that CIS has requested any CIP to change the nature or term of any credit agreement or has failed to comply with any obligation under any credit agreement. Section 15 also permits a CIP to apply to access any information held on the CCR which relates to credit agreements made by that CIP. Access to information held on the CCR by a CIS is also specified in section 15. A CIS may apply to access information held in respect of that CIS. Any person with the consent of the CIS concerned, may apply to access information held in respect of that CIS and the Central Bank may use the information held on the CCR in the performance of any of its functions.

**Section 16** specifies the purposes for which a CIP may use information that has been accessed as a result of an application by a CIP under sections 14(4) and 15(4) as follows:

verifying information provided in or in connection with a credit application;

evaluating any risk arising from the affording or extending of credit to, or the taking of a guarantee or indemnity from, a CIS;

evaluating any risk arising from any changes to the nature or term of a credit agreement, or to a guarantee or indemnity given in connection with a credit agreement;

monitoring any failure to comply with any obligation under a credit agreement or a guarantee or indemnity given in connection with a credit agreement that has not been corrected;

evaluating whether to make any proposal or arrangement with respect to the debts of a CIS subject in circumstances in which a CIS has made a request for such an evaluation to be made; and

analysing the nature of the CIPs portfolio of credit agreements.

**Section 17** concerns the response to be provided to applications to access the CCR under sections 14 or 15. The Central Bank is obliged to make regulations specifying the information that shall be given in response to such applications, when the information shall be given and the manner in which the information is to be given. CIPs are obliged to keep for 5 years a record of each occasion on which the CIP has been given access to the CCR and shall provide to the Central Bank information in respect of any occasion on which the CIP has been given access if required to do so. The Central Bank shall keep for 5 years a record of each occasion on which access has been given under section 14 or 15 and a CIS may request the Central Bank to provide a record of access to their information within the previous 5 years.

**Section 18** permits a CIS to enter a notice of suspected impersonation on the CCR, if the CIS believes they may have been, may currently be, or may be about to be impersonated by any person and prescribes various timelines associated with this. The section places obligations upon the Central Bank to notify the CIS if, during this period, their record is accessed or updated. Additionally, the notice of suspected impersonation will be visible to other parties accessing the CCR.

**Section 19** concerns data protection and this is considered further in section 24 below.

### **PART 3 – Duties of Credit Information Providers**

This part sets out additional duties.

**Section 20** imposes obligations upon CIPs to verify the identity of CISs who make credit applications or agreements or propose to give, or give, guarantees. The Central Bank is obliged to make regulations setting out reasonable steps that CIPs are required to take in this regard.

**Section 21** obliges CIPs to take reasonable steps to verify that the information it obtains from CISs is accurate and complete.

**Section 22** places an obligation on CIPs to notify a CIS if they reasonably believe that the CIS has been or may have been impersonated.



**Section 23** places an obligation upon CIPs to ensure that CISs who make credit applications or agreements or propose to give, or give, guarantees are made aware of their rights and duties under the Act<sup>19</sup>.

**Section 24** places an obligation upon CIPs to inform CISs of the CIP's duty to provide information to the CCR. This is to be achieved by the inclusion of a specified notice on the application forms of CIPs stating that the Act requires the provision of information. The Central Bank may, by way of regulation, specify the form and content of such notices.

## **PART 4 – Levy and Fees**

This part contains two specific sections relating to the financing of the CCR.

**Section 25** permits the Central Bank to make regulations prescribing a levy to be paid by CIPs for the purpose of meeting expenses properly incurred by the Central Bank in the performance of its functions under the Act. These regulations may provide for the amount or method of calculation of the levy, the period for which and dates by which it is to be paid, penalties that may be payable in cases of non-payment, records to be kept in respect of the levy, matters concerning the payment, collection, recovery or refund of the levy. The regulations may make different provision in relation to different classes of CIPs.

**Section 26** permits the Central Bank to make regulations prescribing fees to be paid for access to information held on the CCR. These regulations may provide for the amount or method of calculation of fees, exemptions from fees, matters concerning the payment, collection, recovery or refund of fees. The regulations may make different provision in relation to different cases. This section sets out that the regulations may not prescribe a fee for the first application by an individual in any calendar year to access their information held on the CCR.

## **PART 5 - Enforcement**

This part covers enforcement provisions and offences.

**Section 27** inserts the Act into Schedule 2 of Part 1 of the Central Bank Act 1942. This will make existing enforcement powers available to the Central Bank, **in respect of regulated financial service providers only**, in respect of adherence to the Act. Further provisions within section 27 give the Central Bank the power to issue directions to CIPs and furthermore apply to the High Court seeking an order requiring CIPs to comply with such directions. There are specific enforcement provisions in place with respect to NAMA and local authorities whereby the Central Bank will give notice of any failings to the relevant Minister who may direct the CIP in question to take specified steps.

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<sup>19</sup> This is separate to the Data Protection obligation to inform CISs in advance of submitting their data to the CCR. Please see Chapter 9 for further information on this obligation.

**Section 28** sets out further detail with respect to the nature and content of any direction issued under section 27 and procedural matters associated with any High Court order.

**Section 29** introduces two offences, which apply to all CIPs; the first is if a CIP provides information required by the Act knowing it to be false or misleading. The second relates to a CIP who knowingly uses information to which access has been given under the Act for a purpose other than one permitted by the Act. The section further specifies the sanctions for committing an offence and permits the prosecution of officers of body corporates that commit such offences.

## **PART 6 – Miscellaneous**

This part covers a number of miscellaneous provisions.

**Section 30** permits the Central Bank to produce credit scores and other analyses. It also permits the Central Bank to produce anonymised information including general reports, analyses and statistics. The Central Bank may sell or publish such material if not held on the CCR.

**Section 31** sets out obligations on the Central Bank to attend and provide information in respect of the CCR to a Committee of the Oireachtas.

**Section 32** contains provisions prohibiting the disclosure of confidential information held on the CCR by officers or employees of the Central Bank, its consultants or agents. It also prescribes situations in which disclosure is not prevented, including for compliance with the Act or as required or permitted by other laws. It also sets out the penalties for committing an offence under this section.

**Section 33** sets out the Central Bank as the prosecutorial authority for summary offences under sections 29 and 32(4) of the Act.

**Section 34 and 35** set out minor amendments made to other financial services legislation at the time of the enactment of the Act and are not specifically related to the CCR.

## **Regulations & Orders**

As noted previously the Act sets out the broad structure of how the CCR operates; much of the practical operational detail is left to be set out in secondary legislation. The statutory instruments to give effect to this are either regulations or orders set out in the relevant sections of the Act.

Regulations shall or may be made by the Central Bank and orders may be made by the Minister for Finance. The Central Bank is required to obtain the consent of the Minister for Finance prior

to making any such regulations. Additionally, the Central Bank is required to consult with the Data Protection Commission prior to making a number of these regulations. Prior to making any orders, the Minister for Finance shall consult with the Central Bank.

The table below gives an overview of the regulations and orders provided for in the Act and also sets out who has the authority to make the regulation or order, if any consent is required and from whom. It also sets out whether a consultation is required to be undertaken and if it is required, with whom. Where any regulation or order has been made the table indicates when it was made, and the commencement date(s) contained in the regulation or order. It should be noted that these regulations and orders will be made as and when they are required to support the implementation of the CCR. Several of these may only be required in future years as the CCR develops.

**Secondary Legislation (Regulations & Orders) provided for in the Act**

<b>Section of the Act</b>	<b>Matter to be addressed</b>	<b>Regulation or order to be made by</b>	<b>Consent required of</b>	<b>Consultation required with</b>	<b>Date Regulation or Order Made</b>	<b>Commencement Date</b>
<b>1(2)</b>	Commencement of the Act	Minister for Finance	N/a	N/a	27 Jan 2014	27 Jan 2014
<b>6(4)</b>	Additional Personal information fields	Central Bank	Minister for Finance	Data Protection Commission	20 Sept 2016	30 June 2017
<b>7(3)</b>	Additional Credit Information fields	Central Bank	Minister for Finance	Data Protection Commission	N/a	N/a
<b>11(2)</b>	Detail re Personal & Credit Information to be provided by CIPs to the CCR	Central Bank	Minister for Finance	N/a	20 Sept 2016	30 June 2017
<b>11(7)</b>	€500 Threshold for qualifying application	Minister for Finance	N/a	Central Bank	N/a	N/a

<b>12(2)</b>	Foreign Credit	Central Bank	Minister for Finance	N/a	N/a	N/a
<b>12(5)</b>	€5,000 Threshold for Foreign Credit	Minister for Finance	N/a	Central Bank	N/a	N/a
<b>14(7)</b>	€2,000 Threshold for relevant application	Minister for Finance	N/a	Central Bank	N/a	N/a
<b>17(1)</b>	Reports from CCR	Central Bank	Minister for Finance	Data Protection Commission	20 Sept 2016	31 Dec 2017
<b>19(5)</b>	Calculating annual turnover re section 19(4)	Central Bank	Minister for Finance	N/a	N/a	N/a
<b>20(2)</b>	Steps to verify CISs by CIPs	Central Bank	Minister for Finance	Data Protection Commission	20 Sept 2016 28 Aug 2019	30 June 2017 & 31 Dec 2017
<b>24(2)</b>	CIPs duty to inform CISs	Central Bank	Minister for Finance	N/a	20 Sept 2016	30 June 2017
<b>25(1)</b>	Levies	Central Bank	Minister for Finance	N/a	N/a	N/a
<b>26(1)</b>	Fees	Central Bank	Minister for Finance	N/a	26 March 2018 28 August 2018	26 March 2018 & 31 Dec 2018  28 August 2018

The following is an overview of each of the regulations (or orders) that have been made:

**Credit reporting act 2013 (Commencement) Order 2014<sup>20</sup>** sets out that the Act and came into operation on 27 January 2014.

**Section 6 (Additional Personal Information) Regulations 2016<sup>21</sup>** specify additional personal information which may be collected to facilitate accurate identification, over and above what was set out in the Act itself. The need for these emerged in the course of the CCR design and also to take account of emerging developments in respect of the identification of legal entities.

The new data fields included are:

Gender;

Deceased flag;

Foreign tax numbers;

Foreign company registration numbers; and

Legal Entity Identifier.

**Section 11 (Provision of Information for Central Credit Register) Regulations 2016<sup>22</sup>** specify the information to be provided to the CCR by CIPs, the form in which the information should be provided and when it has to be provided.

The regulations mandated CIPs to submit personal and credit information in respect of credit agreements in force at 30 June 2017 or applications or agreements entered after this date. The regulations allowed a six-month window to 31 December 2017 for submission.

The regulation facilitates a staged take on of data but some discretion is reserved to specify a later date to allow for any particular technical or data issue, which could impact upon the implementation of CCR requirements. The regulations also set out different timings for distinct phases of data submission. The initial focus was on the submission of consumer agreements other than loans by licensed moneylenders or local authorities; with remaining agreements to be submitted by 30 September 2018. Information associated with guarantors connected to credit applications or credit agreements is scheduled for submission from 01 February 2025. Schedules to the regulations list the personal and credit information to be provided (if

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<sup>20</sup> <http://www.irishstatutebook.ie/eli/2014/si/19/made/en/print>

<sup>21</sup> <http://www.irishstatutebook.ie/eli/2016/si/485/made/en/print>

<sup>22</sup> <http://www.irishstatutebook.ie/eli/2016/si/486/made/en/print>

applicable), including at such periodic intervals as the Central Bank may specify and in accordance with any guidelines the Central Bank may publish.

The personal information to be submitted by CIPs includes Personal Public Service Numbers (PPSN). Additional guidance in respect of storage and use of PPSN is provided in chapter 10.

**Section 17 (Access to Central Credit Register) Regulations 2016<sup>23</sup>** specify arrangements for access to CCR data including by CIPs and CISs, the information to be provided from the CCR as well as when, and the manner in which access is to be given.

The regulations set out the information to be provided in response to applications to access, including any summaries or totals calculated by the CCR. The content of information to be provided is set out in the regulations and relevant schedules but the format of output such as electronic data files, web screen, PDF and printed copies will depend on the person who makes the application to access.

**Section 20 (Verification of Identity of Credit Information Subjects) Regulations 2016 and 2019<sup>24</sup>** set out requirements for the verification of CIS identity by CIPs. The regulations oblige CIPs to undertake reasonable steps in respect of credit applications and credit agreements from 30 June 2017 and specific steps in respect of credit agreements from 31 December 2017. This is further qualified that the verification steps are undertaken from when the CIP first provides personal information to the CCR. The rules are aligned with 'Know Your Customer' obligations already in place to the extent possible and will oblige CIPs to verify key data such as name, address, date of birth and PPSN (or individual tax numbers).

Documentation or records used in the course of verification shall be retained by CIPs for 5 years from the date the CIP was last obliged to report the associated personal information to the CCR under Section 11 (Provision of Information for Central Credit Register) Regulations 2016.

CIPs should note that they may not legally use a CIS's Public Service Card as documentation for verification<sup>25</sup>.

**Section 24 (Notices) Regulations 2016<sup>26</sup>** set out the form and content of a notice to be provided by CIPs to CISs when making a credit application, informing them of the CIP's obligation to submit data to the CCR.

The regulation sets out some further specifications as regards the presentation of the notice.

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<sup>23</sup> <http://www.irishstatutebook.ie/eli/2016/si/487/made/en/print>

<sup>24</sup> <http://www.irishstatutebook.ie/eli/2016/si/488/made/en/print>

<sup>25</sup> Only 'Specified Bodies' named in certain Social Welfare Acts can lawfully request an individual to provide or use a Public Service Card

<sup>26</sup> <http://www.irishstatutebook.ie/eli/2016/si/489/made/en/print>

**Section 26 (Fees) Regulations 2018**<sup>27</sup> prescribe the fees to be paid for access to information held on the CCR and associated matters such as exemptions from and refunds of fees payable, and arrangements with regard to the payment, collection and recovery of fees. CISs who are individuals can make an application to access their information at any time free of charge, subject to such applications not being excessive.

CISs who are not individuals (for example companies) may make an application to access their information once a year free of charge. There will be a charge of €6.35 for any subsequent applications within the year.

CIPs will be charged for enquiry on the CCR. As provided for in the Regulations, the maximum charge is €5.00 per application. However, the current charge for CIPs is €3.50 per application. The Central Bank may review this after a period of actual operation.

The CCR has been established on the basis that all costs associated with it are recouped.

**Section 26 (Fees) (Amendment) Regulations 2018**<sup>28</sup> makes a small technical amendment to the Section 26 (Fees) Regulations 2018. The change safeguards the capacity to charge multiple fees for multiple reports issued in connection with applications involving co-borrowers.

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<sup>27</sup> <http://www.irishstatutebook.ie/eli/2018/si/91/made/en/print>

<sup>28</sup> <http://www.irishstatutebook.ie/eli/2018/si/348/made/en/print>